

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416752

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Creative Kids, LLC		01/27/2017	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Tutor Time Learning Centers, LLC		
Street Address:	21333 Haggerty Road		
Internal Address:	Suite 300		
City:	Novi		
State/Country:	MICHIGAN		
Postal Code:	48375		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4535578	CREATIVE KIDS LEARNING CENTER	
Registration Number:	4535579	CREATIVE KIDS LEARNING CENTER	
CORRESPONDENCE DATA			
Fax Number:	5616256572		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	561-625-6575		
Email:	ustrademarks@mchaleslavin.com		
Correspondent Name:	Carl J. Spagnuolo, McHale & Slavin, P.A.		
Address Line 1:	2855 PGA Blvd.		
Address Line 4:	Palm Beach Gardens, FLORIDA 33410		
NAME OF SUBMITTER:	Carl J. Spagnuolo		
SIGNATURE:	/Carl J. Spagnuolo/		
DATE SIGNED:	02/20/2017		
Total Attachments: 3			
source=2609U_060_061 Assignment of Proprietary Rights (Ex D to APA)#page1.tif			
source=2609U_060_061 Assignment of Proprietary Rights (Ex D to APA)#page2.tif			
source=2609U_060_061 Assignment of Proprietary Rights (Ex D to APA)#page3.tif			

OP \$65.00 4535578

Exhibit D

ASSIGNMENT OF PROPRIETARY RIGHTS

This ASSIGNMENT OF PROPRIETARY RIGHTS (this "Assignment") is made as of the 27th day of January, 2017, by Creative Kids LLC, a Nevada limited liability company ("Assignor") to and for the benefit of Tutor Time Learning Centers, LLC, a Michigan limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor is the owner of certain proprietary rights, including intellectual property rights in any names, marks, symbols, trademarks, trade names, trade styles, business names, service marks, copyrights, patents, domain names designs, slogans, logos and general intangibles of like nature, together with all goodwill, rights and licenses thereto and applications and registrations therefor (including any continuations, divisionals, continuations-in-part, renewals, reissues and applications for any of the foregoing), in each case used or held for use in or necessary or useful for the conduct of Assignor's business as conducted or contemplated to be conducted or has ever been conducted at any time, including, without limitation, the use of "Creative Kids" name, all other trade names associated with or used in Assignor's business, and all associated URL's (the "Assigned Proprietary Rights"), excluding any intellectual property solely related to Intelli Kids;

WHEREAS, Assignor desires to sell, assign, and transfer over to Assignee the Assigned Proprietary Rights; and

WHEREAS, Assignee now desires to memorialize and confirm its ownership of the Assigned Proprietary Rights in the form of this Assignment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Assigned Proprietary Rights. Assignor does hereby sell, transfer, and assign to Assignee, its successors, assigns and legal representatives, all of Assignor's right, title, and interest in and to the Assigned Proprietary Rights, together with the goodwill of the business symbolized by any trademarks therein, and including the rights to sue for all past and future causes of action related to the Assigned Proprietary Rights, in the United States and all foreign countries, together with any right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States adheres;

2. Further Actions. Assignor agrees, without further remuneration, to provide all reasonable assistance and execute any papers requested by Assignee, its successors, assigns and

legal representatives, to preserve and/or perfect Assignee's full protection and title in and to the Assigned Proprietary Rights.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the assigned Contracts are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nevada without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Nevada.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[signature page follows]

ASSIGNOR:

CREATIVE KIDS LLC
a Nevada limited liability company

By: Carol S. Levins
Carol S. Levins, Manager

{Assignment of Proprietary Rights}

34788292.3

RECORDED: 02/20/2017

**TRADEMARK
REEL: 005992 FRAME: 0434**