

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418057

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	10/01/2016		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Educational Technology and Life Corporation		01/18/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Breakout, Inc.		
Street Address:	969 Old Bethpage Road, P.O. Box 280		
City:	Old Bethpage		
State/Country:	NEW YORK		
Postal Code:	11804		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87019329	BREAKOUT EDU	
CORRESPONDENCE DATA			
Fax Number:	3172317433		
<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:	317-236-1313		
Email:	JGARD@BTLAW.COM		
Correspondent Name:	JULIA SPOOR GARD		
Address Line 1:	11 SOUTH MERIDIAN STREET		
Address Line 4:	INDIANAPOLIS, INDIANA 46204-3535		
NAME OF SUBMITTER:	Julia Spoor Gard		
SIGNATURE:	/jgard/		
DATE SIGNED:	03/02/2017		
Total Attachments: 1			
source=Nunc Pro Tunc Assignment - BREAKOUT EDU-signed#page1.tif			

CH \$40.00 87019329

NUNC PRO TUNC TRADEMARK ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Educational Technology and Life Corporation ("Assignor"), a California corporation, has assigned and hereby assigns effective October 1, 2016, to Breakout, Inc. ("Assignee"), a Delaware Corporation, located at 969 Old Bethpage Road, P.O. Box 280, Old Bethpage, New York, New York, all of its right, title and interest in and to U.S. Application No. 87/019329 (BREAKOUT EDU) together with the goodwill of the business symbolized thereby.

For such good and valuable consideration, Assignor hereby further assigns and transfers to Assignee, all rights and interests in, to and arising from any infringement of the Marks, including, without limitation, all claims for damages and profits for any infringements which occurred prior to the date of this Assignment, including the rights to sue for any infringements in its own name and stead and for its own benefit. Assignee is the successor in interest to the ongoing business of the Assignor, or the portion therewith to which the mark pertains.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

This 18th day of January, 2017.

Educational Technology and Life Corporation (Assignor)

By:  _____

Printed Name: Mark Wagner, Ph.D.

Title: CEO

DMS EROSS 4597681v1