

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426039

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chromatik Inc.		03/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TakeLessons, Inc.		
Street Address:	225 Broadway, Suite 600		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92101		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4735560	CHROMATIK	
CORRESPONDENCE DATA			
Fax Number:	4158362501		
<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:	4158362506		
Email:	amanda.modesto@dlapiper.com		
Correspondent Name:	Gina L. Durham, Esq.		
Address Line 1:	555 Mission Street, Suite 2400		
Address Line 4:	San Francisco, CALIFORNIA 94105-2933		
ATTORNEY DOCKET NUMBER:	361683-001		
NAME OF SUBMITTER:	Gina Durham		
SIGNATURE:	/Gina Durham/		
DATE SIGNED:	05/03/2017		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”) is made and entered into as of March 31, 2017 (the “Effective Date”) by and between Chromatik Inc., a Delaware corporation (“Assignor”), and TakeLessons, Inc., a Delaware corporation (“Assignee”).

WHEREAS, Assignor is the owner of the trademarks listed in Schedule A (“Trademarks”) and the domain names listed in Schedule B (“Domain Names”) (collectively, the “Intellectual Property”);

WHEREAS, pursuant to that certain Bill of Sale (the “Bill of Sale”), dated March 31, 2017, between Assignor and Assignee, Assignor has agreed to contribute, assign, transfer, convey, and deliver to Assignee all of Assignor’s right, title, and interest in and to certain assets, including, without limitation, all of its interest in the Intellectual Property; and

WHEREAS, pursuant to the Bill of Sale, Assignor and Assignee have agreed to enter into this Assignment.

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Bill of Sale and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Assignor hereby contributes, assigns, transfers, conveys, and delivers to Assignee, and assignee hereby accepts, all of Assignor’s right, title, and interest in, to and under the Intellectual Property throughout the world, including the goodwill appurtenant thereto, all rights to collect royalties and proceeds in connection with any of the foregoing, all rights to prosecute and maintain any of the foregoing, and rights to sue and bring other claims for past, present and future infringement, misappropriation, or other violation of any of the foregoing and all rights to recover and retain damages (including attorneys’ fees and expenses) or lost profits in connection therewith.

2. Recordation. Assignor hereby requests that any applicable governmental entity or registrar (including any applicable foreign or international office or registrar), record Assignee as the assignee and owner of the Intellectual Property.

3. Information and Assistance.

3.1 Upon Assignee’s reasonable request and without further compensation, Assignor shall execute, acknowledge and deliver all the instruments and documents and shall take all the actions reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Assignment.

3.2 If Assignee is unable for any reason to secure Assignor’s signature to any document required to file, prosecute, register, or memorialize the assignment of any rights under any Intellectual Property as provided under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and Assignee’s duly authorized officers and agents as Assignor’s agents and attorneys-in-fact to act for and on Assignor’s behalf and instead of Assignor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under such Intellectual Property, all with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

4. Successors and Assigns. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Nothing herein, express or implied, shall give or be construed to give to any person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument and such counterparts may be executed and delivered electronically. The Assignment shall become effective when each party has signed one or more counterparts, and delivered them (by facsimile, electronically or otherwise) to the other party.

6. Bill of Sale Controls. This Assignment is provided pursuant to the Bill of Sale, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Intellectual Property. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge, or affect the rights of any person under the Bill of Sale. If any provision of this Assignment is inconsistent or conflicts with the Bill of Sale, the Bill of Sale shall control.

7. Governing Law. This Assignment and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution, or performance of this Assignment shall be governed by and construed in accordance with the laws of the State of California, U.S.A., without giving effect to any choice or conflict of law provision or rule.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed, effective as of the Effective Date.

ASSIGNOR:

CHROMATIK, INC.

By: _____



Name: Matthew Sandler

Title: Founder and CEO

Acknowledged and Accepted:

ASSIGNEE:

TAKELESSONS, INC.

By: _____

Name: Michael Steven Cox

Title: President and Chief Executive Officer



[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

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TRADEMARK
REEL: 006048 FRAME: 0306

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA)

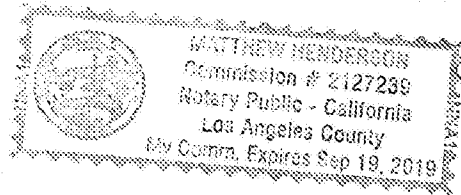
STATE OF California : ss.:

CITY/COUNTY OF Los Angeles)

I, Matthew Henderson, the undersigned Notary Public do hereby certify that Matthew Henderson, as CEO of Celstronka 2017, who signed the foregoing Assignment document, was authorized on the 11th day of April, to execute the foregoing Assignment document on behalf of _____, and to me acknowledged that he did sign the said document.



Notary Public



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SCHEDULE A TO TRADEMARK ASSIGNMENT

COUNTRY	TRADEMARK	APPLICATION OR REGISTRATION NO.	APPLICATION OR REGISTRATION DATE	OWNER OF RECORD
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USA	Chromatik	Registration No. 4,735,560	01/13/12	Chromatik, Inc.
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SCHEDULE B

Domain Names

chromatik.com
chromatikmusic.com