

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427683

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	03/14/2017		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sagence Learning, Inc.		05/15/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CBE Educational Services Company, Inc.		
Street Address:	16355 Laguna Canyon Road		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87112108	SAGENCE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2022942287		
Email:	jgerben@gerbenlawfirm.com		
Correspondent Name:	Joshua M. Gerben, Esq.		
Address Line 1:	1050 Connecticut Ave NW, Suite 500		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	05919		
NAME OF SUBMITTER:	Eric Perrott, Esq.		
SIGNATURE:	/Eric Perrott, Esq./		
DATE SIGNED:	05/16/2017		
Total Attachments: 1			
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OP \$40.00 87112108

NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Nunc Pro Tunc Trademark Assignment ("Assignment") is made of record on May 15, 2017 by and between Sagence Learning, Inc. ("Assignor"), a Delaware corporation, and, CBE Educational Services Company, Inc., a California corporation with a business address of 16355 Laguna Canyon Road, Irvine, CA 92618 ("Assignee").

RECITALS

WHEREAS, Assignor is the last listed owner of the trademark application for SAGENCE, App. No. 87112108 (the "Application"); and

WHEREAS, the Assignee is the successor to that portion of Assignor's business to which the mark shown in the Application pertains, which business is ongoing and existing;

WHEREAS, the Assignor assigned, on or about March 14, 2017 to Assignee all of its rights, titles, goodwill and interest in the SAGENCE mark and associated Application (collectively referred to hereafter as the "Trademark"), together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to recover for damages and profits for past infringements thereof; and

WHEREAS, the Assignor and the Assignee wish to evidence this assignment by executing this instrument;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged and in consideration of the foregoing recitals and mutual promises contained herein, Assignor and Assignee hereby evidence the assignment as follows:

1. Assignment. Assignor confirms that on or about March 14, 2017, Assignor did and has assigned to Assignee: (1) all the property, right, title and interest in and to the Trademark including all common law rights connected therein together with the Application therefor for the United States and throughout the world together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademark; and (3) all rights to sue for past, present and future infringements or misappropriations of the Trademark.
2. Acceptance. Assignee hereby acknowledges that it accepted the foregoing assignment for good and valuable consideration on or around March 14, 2017 and wishes to evidence this assignment by executing this instrument.

Assignor and Assignee have executed this Agreement as of May 15, 2017.

Assignor:

Sagence Learning, Inc.

Signature:

Printed Name:

MARK NORRIS

Title:

CFO

Assignee:

CBE Educational Services Company, Inc.

Signature:

Printed Name:

Jade Roth

Title:

CEO

TRADEMARK