

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429114

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Primavera Technical Learning Center		05/22/2017	Non-Profit Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Flipswitch, Inc.		
Street Address:	2471 N. Arizona Avenue		
City:	Chandler		
State/Country:	ARIZONA		
Postal Code:	85225		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	87412553	PRIMAVERA LEARNING CENTERS	
Serial Number:	87418569	REASON · RELEVANCE · READINESS EST. 2001	
Registration Number:	5070962	PRIMAVERA	
Registration Number:	4743003	PRIMAVERA ONLINE MIDDLE SCHOOL	
Registration Number:	3993552	WWW.GOTHIGHSCHOOL.COM	
Registration Number:	3210465	PRIMAVERA ONLINE HIGH SCHOOL	
Registration Number:	3582413	PRIMAVERA	
Registration Number:	3582412	PRIMAVERA ONLINE HIGH SCHOOL	
Registration Number:	4734900		
CORRESPONDENCE DATA			
Fax Number:	6023826070		
<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:	602-382-6389		
Email:	dashcraft@swlaw.com		
Correspondent Name:	J. Damon Ashcraft		
Address Line 1:	One Arizona Center		
Address Line 2:	400 E. Van Buren St.		
Address Line 4:	Phoenix, ARIZONA 85004		

CH \$240.00 87412553

NAME OF SUBMITTER:	J. Damon Ashcraft
SIGNATURE:	/J. Damon Ashcraft/
DATE SIGNED:	05/26/2017
Total Attachments: 3 source=70730ASG#page1.tif source=70730ASG#page2.tif source=70730ASG#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is made effective as of July 1, 2015 by and between Primavera Technical Learning Center, an Arizona non-profit corporation (hereinafter called "Assignor") and Flipswitch, Inc. dba "Strongmind," an Arizona corporation (hereinafter called "Assignee"), as designee of The American Virtual Academy, Inc., an Arizona corporation.

WHEREAS, Assignor has acquired various trademarks, trademark applications, and trademark registrations used in the operation of an online school and education program including (but not limited to) the trademark applications and registrations set forth on Exhibit A (the "Trademarks");

WHEREAS, Assignor desires to transfer the Trademarks and related goodwill to Assignee, and Assignee wishes to accept title to the Trademarks and the goodwill embodied therein.

Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, assigns, sets over, and transfers unto Assignee, its successors, legal representatives, or assigns the entire right, title, and interest in and to the Trademarks, including all goodwill embodied therein, and all priority rights under applicable international, multilateral, and bilateral treaties and conventions; and in and to any other trademarks and trademark applications which claim priority from the Trademarks, including but not limited to all counterparts, equivalents, extensions, renewals, reinstatements and restorations of the Trademarks; all of the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, legal representatives, or assigns, for the full terms for which the Trademarks has been or will be granted.

2. Assignor also hereby sells, assigns, sets over, and transfers unto Assignee and its successors, legal representatives, or assigns, the right and power to sue and recover for all past, present, and future infringement of the Trademarks in the United States and all other foreign countries, including the right to retain for its own exclusive use and enjoyment all proceeds and other recovery from such infringement suits.

3. If any provision of this Agreement or the applications thereof are held to be invalid, void, or unenforceable for any reason, the remaining provisions not so declared will be construed so as to comply with the law, and will nevertheless continue in full force and effect without being impaired in any manner whatsoever.

4. Assignor agrees to, without further remuneration, provide all reasonable assistance and execute any papers requested by Assignee, its successors, assigns, and legal representatives, to preserve and/or acquire Assignee's full protection and title in and to the Trademarks and to ensure compliance with 15 USC §1060 and related rules as set forth above; and to take other appropriate actions and sign other documents to effectuate Assignor's obligations set forth herein.

5. Assignor represents and warrants that it has good title to the Trademarks and can transfer the Trademarks to Assignee as contemplated herein.

Signature Page to Follow

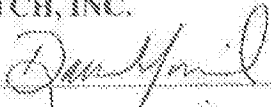
PRIMAVERA TECHNICAL LEARNING CENTER

By: 

Name: Damion Creamer

Date: 5/22/2017

FLIPSWITCH, INC.

By: 

Name: ROSS MUIL

Date: 5/22/2017

EXHIBIT A

- U.S. Trademark Application Serial No. 87/412,553 for: PRIMAVERA LEARNING CENTERS
- U.S. Trademark Registration No. 5,070,962 for: PRIMAVERA
- U.S. Trademark Registration No. 4,743,003 for: PRIMAVERA ONLINE MIDDLE SCHOOL
- U.S. Trademark Registration No. 3,993,552 for: WWW.GOTHIGHSCHOOL.COM
- U.S. Trademark Registration No. 3,210,465 for: PRIMAVERA ONLINE HIGH SCHOOL
- U.S. Trademark Registration No. 3,582,413 for: PRIMAVERA
- U.S. Trademark Registration No. 3,582,412 for: PRIMAVERA ONLINE HIGH SCHOOL



- U.S. Trademark Registration No. 4,734,900 for:
- U.S. Trademark Application Serial No. 87/418,569 for

