

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430734

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stringham Real Estate School, LLC		05/31/2017	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	OnCourse Learning Corporation		
Street Address:	20225 Watertower Boulevard		
Internal Address:	4th Floor		
City:	Brookfield		
State/Country:	WISCONSIN		
Postal Code:	53045		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4528058	STRINGHAM SCHOOLS	
Registration Number:	4528059	SS	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	61725-30050		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	06/09/2017		
Total Attachments: 5			
source=Stringham - Trademark Assignment Agreement - Executed 222120338_2 (3)#page1.tif			

CH \$65.00 4528058

source=Stringham - Trademark Assignment Agreement - Executed 222120338_2 (3)#page2.tif

source=Stringham - Trademark Assignment Agreement - Executed 222120338_2 (3)#page3.tif

source=Stringham - Trademark Assignment Agreement - Executed 222120338_2 (3)#page4.tif

source=Stringham - Trademark Assignment Agreement - Executed 222120338_2 (3)#page5.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment”) is made effective as of the 31st day of May, 2017 by and between **STRINGHAM REAL ESTATE SCHOOL, LLC**, a Utah limited liability company formerly known as Stringham Real Estate School, Inc. (“Assignor”) and **ONCOURSE LEARNING CORPORATION**, a Delaware corporation (“Assignee”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, the Assignor is the registered owner of the trademarks set forth on Schedule A (hereinafter the “Trademarks”) and the goodwill of the business symbolized thereby;

WHEREAS, the Assignor and Assignee are parties to that certain Asset Purchase Agreement (the “Purchase Agreement”), providing for, among other things, the assignment by the Assignor to Assignee of the Purchased Assets, including all of its rights, title and interest in and to the Trademarks, together with the goodwill of the business symbolized thereby; and

WHEREAS, in accordance with the terms of the Purchase Agreement, the Assignor and Assignee have agreed to enter into this Trademark Assignment, providing for (a) the assignment from the Assignor to Assignee of all of the Assignor’s right, title and interest in, under and to the Trademarks, and (b) the acceptance by Assignee of such assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby confirms the assignment and transfer to Assignee of its entire right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized thereby.

- 1) Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, including:
 - a. the Trademarks set forth on Schedule A hereto and all issuances, extensions and renewals thereof;
 - b. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - c. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

- d. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2) Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the effective date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto.
- 3) Purchase Agreement. This Trademark Assignment is being executed and delivered subject to the Purchase Agreement and for the consideration as provided for therein. Nothing in this Trademark Assignment shall, or shall be deemed to, defeat, limit, alter or impair, enhance or enlarge any right, obligation, claim or remedy created by the Purchase Agreement. In the event of any conflict between this Trademark Assignment and the Purchase Agreement, the Purchase Agreement shall control.
- 4) Parties in Interest. This Trademark Assignment will be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective legal successors and permitted assigns.
- 5) Counterparts. This Trademark Assignment may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to each other party.
- 6) Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

[Signature appears on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed by its duly authorized officer on the date first above written.

ASSIGNOR:

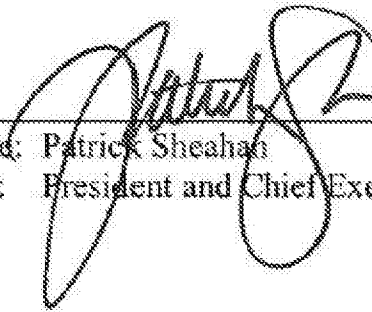
STRINGHAM REAL ESTATE SCHOOL, LLC

By: 
David Bornemeier, Manager

[Signature page to Trademark Assignment]

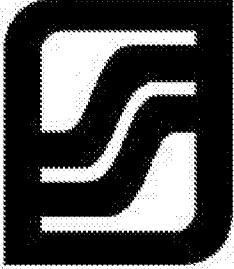
ASSIGNEE:

ONCOURSE LEARNING CORPORATION

By: 
Name: Patrick Sheahan
Title: President and Chief Executive Officer

[Signature Page to Trademark Assignment]

Schedule A

Trademark	Registration Number	Registration Date	Country
STRINGHAM SCHOOLS	4,528,058	May 13, 2014	US
	4,528,059	May 13, 2014	US

ACTIVE 221971312v.2