

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433180

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Schoolyard, Inc.		02/06/2015	Corporation: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	inRESONANCE, Inc.		
Street Address:	32 Industrial Drive East		
City:	Northampton		
State/Country:	MASSACHUSETTS		
Postal Code:	01060		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4038174	SCHOOLYARD	
CORRESPONDENCE DATA			
Fax Number:	4135850787		
<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:	(413) 584-8067		
Email:	kleber@fierstkane.com		
Correspondent Name:	Jonathan J. Kane, Esq.		
Address Line 1:	64 Gothic Street, ste 4		
Address Line 2:	Fierst Kane & Bloomberg LLP		
Address Line 4:	Northampton, MASSACHUSETTS 01060		
NAME OF SUBMITTER:	Jonathan J. Kane		
SIGNATURE:	/Jonathan J. Kane/		
DATE SIGNED:	06/29/2017		
Total Attachments: 1			
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OP \$40.00 4038174

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is entered effective as of February 6, 2015, by and between Schoolyard, Inc. a Rhode Island corporation with a business address of 550 South Water Street, Providence, RI 02903 ("Assignor"), and inRESONANCE, Inc., a Delaware corporation y with a business address of 32 Industrial Drive East, Northampton, MA 01060 ("Assignee"), with reference to the following facts and circumstances:

WHEREAS, Assignor is the owner of all right, title and interest in and to the U.S. trademark and trademark registration (collectively, the "Trademark") identified as follows:

Trademark	Registration No.	Registration Date
SCHOOLYARD	4,038,174	October 11, 2011

WHEREAS, Assignor desires to assign to the Assignee, and the Assignee desires to acquire, any and all right, title, and interest in and to the Trademark, along with the goodwill associated with the Trademark.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby irrevocably assign and transfer to Assignee all right, title and interest in and to the Trademark, including without limitation the registration identified herein and any and all common law rights to the Trademark, together with the goodwill of the business symbolized by the Trademark, and any and all claims and demands it may have either at law or in equity arising out of any past infringements of the Trademark, the same to be held and enjoyed by Assignee, its successors, assigns, and other legal representatives.

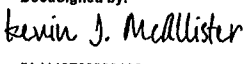
The Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature transmitted by facsimile or electronic mail shall be deemed acceptable as an original.

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Assignment as of the date first written above.

SCHOOLYARD, INC.

inRESONANCE, INC.

By: 
Name: Mark H. Bistline
Title: President

DocuSigned by:

By: _____
5A4142F038304A9...
Name: Kevin J. McAllister
Title: President, CEO