

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM443798

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NIS, Inc.		09/20/2017	Corporation: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PaperClip Media, Inc.		
<b>Street Address:</b>	125 Paterson Ave.		
<b>City:</b>	Little Falls		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07424		
<b>Entity Type:</b>	Corporation: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5285464	THE PARENT INSTITUTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7035390007		
<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>			
<b>Phone:</b>	7033040205		
<b>Email:</b>	johnhwherry@gmail.com		
<b>Correspondent Name:</b>	John		
<b>Address Line 1:</b>	7414 South Reach Dr.		
<b>Address Line 4:</b>	Fairfax Station, VIRGINIA 22039-2925		
<b>NAME OF SUBMITTER:</b>	John H. Wherry		
<b>SIGNATURE:</b>	/John H. Wherry/		
<b>DATE SIGNED:</b>	09/20/2017		
<b>Total Attachments: 6</b>			
source=APA Exhibit C Intellectual Property Assignment Agreement Listing New TPI Trademark#page1.tif			
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OP \$40.00 5285464

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of the 25<sup>th</sup> day of August, 2016, is made by and among NIS, INC., a Virginia business corporation (the "Seller"), and PAPERCLIP MEDIA, INC., a New Jersey business corporation (the "Buyer"). The Buyer is the purchaser of certain assets of Seller pursuant to the ASSET PURCHASE AGREEMENT between Buyer, Seller and John H. Wherry and Ardyss S. Wherry, as the Principal Stockholders, dated as of August 25, 2016 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and the United States Copyright Office;

NOW THEREFORE, the parties agree as follows:

1. **Definitions.** All capitalized terms used in this IP Assignment but not otherwise defined herein are given the meanings set forth in the Asset Purchase Agreement.
2. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following Purchased Proprietary Rights:
  - (a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Marks"), together with the goodwill of the business connected with the use of, and symbolized by, the Marks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;
  - (b) the copyright registrations and, applications for registration and exclusive copyright licenses set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Copyrights");
  - (c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, and otherwise throughout the world;
  - (d) 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
  - (e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, 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 infringement, dilution, 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.

3. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 necessary to effect, evidence, or perfect the assignment of the Purchased Proprietary Rights to Buyer, or any assignee or successor thereto.

4. Further Assurances. Seller shall, from time to time after the delivery of this IP Assignment, at Buyer's reasonable request and without further consideration, execute and deliver such other instruments of conveyance and transfer, consents, bills of sale, assignments, and assurances presented by Buyer as reasonably necessary to more effectively consummate, confirm, or evidence the sale, assignment, transfer, conveyance, and delivery to Buyer of the Purchased Assets as contemplated under the Purchase Agreement.

5. [intentionally omitted]

6. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Purchased Proprietary Rights. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

7. Notices. Any notice, request, or other document to be given hereunder to any party hereto shall be given in the manner specified in the Purchase Agreement. Any party hereto may change its address for receiving notices, requests, and other documents by giving written notice of such change to the other parties hereto.

8. Enforceability. If any provision of this IP Assignment or the application of any such provision to any person or circumstance shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

9. Amendments. This IP Assignment may not be amended or modified except by an instrument in writing signed by, or on behalf of, the Seller and Buyer.

10. Counterparts. This IP Assignment may be executed in two (2) or more counterparts, each of which when executed shall be deemed to be an original but all of which together shall constitute one (1) and the same agreement. Delivery of an executed counterpart of a signature page to this IP Assignment by fax machine, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. No party hereto shall raise the fact that any signature was transmitted or communicated through the use of a fax machine, through electronic mail in .pdf form, or through any other electronic means as a defense to the formation of a contract and each such party forever waives any such defense.

11. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

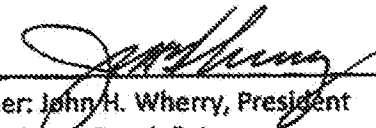
12. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New Jersey, without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction).

13. No Third Party Beneficiaries. This IP Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this IP Assignment.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

NIS, Inc.

By:   
Signer: John H. Wherry, President  
7414 South Beach Drive  
Fairfax Station, VA 22039

AGREED TO AND ACCEPTED:

Paperclip MEDIA, Inc.  
By:   
Signer: Leo Andrew McLaughlin, President  
125 Paterson Ave.  
Little Falls, NJ 07424

**SCHEDULE I**

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

See attached.

# NIS, Inc. Trademark Worksheet

Revised: 9/20/2017

*New Trademark Added 9/12/2017*

Mark	Date App Filed	Status	Date Reg Granted Reg # Ser #	Date Affidavit of Use Must Be Filed Between These Dates May be filed in 5 yrs Must be filed by 5 yrs from reg. date.	Attidavit of Use Filing Date	Renewal App. Must be Filed Between: File between year 9 and 10 after registration is granted.	Comment
The Parent Institute	02/20/2017	Approved	Registered 09/12/2017 Registration # 5285464 Serial # 87942589	9/12/2022 to 9-12/2023		9/12/2026 to 9/12/2-27	

## Filing Requirements in the First Ten Years

See: <https://www.uspto.gov/trademark/trademark-timelines/post-registration-timeline-all-registrations-except-madrid-protocol>

### What and When to File:

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date, 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.\* See 15U.S.C. §1059.

### Requirements in Successive Ten-Year Periods\*

#### What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

### Grace Period Filings\*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.