

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446206

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900420513		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coughlan Companies, Inc.		02/17/2017	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	myON, LLC (formerly known as Magic AcquisitionCo, LLC)		
Street Address:	5050 Lincoln Drive, Suite 200		
City:	Edina		
State/Country:	MINNESOTA		
Postal Code:	55436		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4016973	MYON	
Registration Number:	4029890	MYCHOICE, MYBOOKS, MYGROWTH	
Registration Number:	4453990	MAGIC INSIDE METRICS INCLUDED	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	312-862-6371		
Email:	renee.prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	12626-204 RMP		
NAME OF SUBMITTER:	Renee M. Prescan		
SIGNATURE:	/Renee M. Prescan/		
DATE SIGNED:	10/06/2017		
Total Attachments: 12			

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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

September 15, 2017

PTAS

RENEE PRESCAN
300 NORTH LASALLE STREET
KIRKLAND & ELLIS LLP
CHICAGO, IL 60654



900420513

United States Patent and Trademark Office Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. according to rule 501.01 15 U.S.C. 1060 (a) (1) A registered mark or a mark for which an application to register has been filed shall be assignable with the good will of the business

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Monday, October 16, 2017**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

Document ID: 900420513
Access Code: 2YJ42GF5WWWQ56J

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

SHARON LATIMER
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM442508

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
RESUBMIT DOCUMENT ID:	900418616		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coughlan Companies, Inc.		02/17/2017	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	myON, LLC		
Street Address:	5050 Lincoln Drive, Suite 200		
City:	Edina		
State/Country:	MINNESOTA		
Postal Code:	55436		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4016973	MYON	
Registration Number:	4029890	MYCHOICE, MYBOOKS, MYGROWTH	
Registration Number:	4453990	MAGIC INSIDE METRICS INCLUDED	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	312-862-6371		
Email:	renee.prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	12626-204 RMP		
NAME OF SUBMITTER:	Renee M. Prescan		
SIGNATURE:	/Renee M. Prescan/		
DATE SIGNED:	09/08/2017		
Total Attachments: 9			

ASSIGNMENT OF PROPRIETARY RIGHTS

THIS AGREEMENT ("Agreement") is made and entered into this 17th day of February, 2017 by and between Coughlan Companies, Inc., a Minnesota corporation ("Assignor"), and myON, LLC (f/k/a Magic Acquisition Co, LLC), a Delaware limited liability company ("Assignee"). Assignor and Assignee may be individually referred to in this agreement as "Party" or collectively as "Parties." Capitalized terms not defined herein shall have the meaning set forth in the Asset Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of January 22, 2017 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign, transfer, convey, and deliver to Assignee, and Assignee has agreed to purchase from Assignor, all of the Purchased Assets, all upon the terms and subject to the conditions set forth in the Asset Purchase Agreement, which assets include the Intellectual Property Registrations;

WHEREAS, this Agreement is being executed and delivered pursuant to Section 3.2 of the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

I. ASSIGNMENT

1.1 By and through this Agreement, effective as of the Closing, Assignor shall and hereby does irrevocably sell, assign, transfer, convey, and deliver unto Assignee, its successors or assigns, and Assignee hereby accepts the sale, assignment, transfer, conveyance, and delivery from Assignor of, the entire worldwide right, title and interest in and to the Intellectual Property Registrations (together with all corresponding Ancillary IP Rights), including the Intellectual Property set forth on Exhibit A. The assignments contemplated herein are meant to be absolute assignments and not by way of security. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office and the United States Copyright Office, as applicable, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor's right, title, and interest in, to, and under the Intellectual Property Registrations and to deliver to Assignee, and to Assignee's attorneys, agents, successors, or assigns, all official documents and communications.

II. MISCELLANEOUS

2.1 All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

2.2 Assignor shall, and shall cause its Affiliates to, execute and deliver (at Assignee's expense) such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement, including the recording of this Agreement with any Governmental Authority. Without limiting the generality of the foregoing, no later than thirty (30) days after the Closing Date, Assignor agrees to (a) unlock, (b) provide to Assignee a transfer authorization code for, and (c) accept Assignee's transfer request for each domain name registration set forth on Exhibit A.

2.3 This Agreement may be executed in any number of counterparts, and each such executed counterpart shall be deemed to be an original instrument, but all such executed counterparts together shall constitute one and the same Agreement, and this Agreement shall be deemed to have been made, executed, and delivered on the date written above, irrespective of the time or times when the same or any counterparts thereof may have actually been executed and delivered. Facsimile or PDF counterpart signatures to this Agreement shall be acceptable and binding.

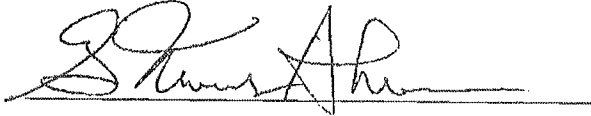
2.4 This Agreement may not be amended, waived, terminated, assigned, or transferred, except by written agreement of the parties hereto.

2.5 Nothing contained herein is intended to or shall be construed to modify, alter, amend, expand, interpret, supersede or otherwise change any of the terms, conditions, covenants, warranties, representations or any other provisions of the Asset Purchase Agreement. In the case of conflict between the terms and conditions of this Agreement (including the Exhibits) and the Asset Purchase Agreement (including the Disclosure Schedules and Exhibits), the Asset Purchase Agreement shall control.

2.6 This Agreement is executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of Minnesota without reference to principles of conflicts of law. The notice provisions set forth in Section 10.2 of the Asset Purchase Agreement shall govern this Agreement.

AGREED:

ASSIGNOR:
COUGHLAN COMPANIES, INC.

A handwritten signature in black ink, appearing to read "G. Thomas Ahern", written over a horizontal line.

Name: G. THOMAS AHERN

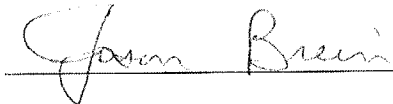
Title: CEO

[Signature page to IP Rights Assignment Agreement]

TRADEMARK
REEL: 006168 FRAME: 0192

AGREED:

ASSIGNEE:
MYON, LLC



Name: Jason Brein

Title: President

[Signature page to IP Rights Assignment Agreement]

TRADEMARK
REEL: 006168 FRAME: 0193

Exhibit A
Intellectual Property Registrations

Trademark Registrations and Applications

<i>OWNER</i>	<i>REGISTRATION/ APPLICATION NO.</i>	<i>COUNTRY</i>	<i>MARK</i>	<i>REGISTRATION/ APPLICATION DATE</i>
COUGHLAN COMPANIES, INC.	4,016,973	UNITED STATES	MYON	8/23/2011
COUGHLAN COMPANIES, INC.	4,029,890	UNITED STATES	MYCHOICE, MYBOOKS, MYGROWTH	9/20/2011
COUGHLAN COMPANIES, INC.	4,453,990	UNITED STATES	MAGIC INSIDE METRICS INCLUDED	12/24/2013

Domain Name Registrations

- | | |
|----------------------------------|--------------------------|
| 1. gradepad.com | 14. myonexplorer.net |
| 2. gradepad.net | 15. myonhome.com |
| 3. gradepad.org | 16. myoninthelibrary.com |
| 4. ihatemyon.com | 17. myonlibrary.com |
| 5. legendsinliteracy.com | 18. myonlibrary.net |
| 6. measurereadingwithreading.com | 19. myonliteracy.com |
| 7. muscogecreeknationreads.com | 20. myonmobile.com |
| 8. myionreader.com | 21. myonnetwrok.com |
| 9. myon.co | 22. myonnetwrok.net |
| 10. myon.co.uk | 23. myonpublisher.com |
| 11. myon.com | 24. myonpublisher.net |
| 12. myon.education | 25. myonreader.co |
| 13. myonexplorer.com | 26. myonreader.co.uk |

27. myonreader.com
28. myonreader.net
29. myonreading.com
30. myonreading.net
31. myonwriter.com
32. myonwriter.net
33. portageinteractive.com
34. readonmyon.com
35. readonmyon.org
36. readtothefinalfour.com
37. thefutureinreading.com
38. themyonminute.com
39. wereadinmiami.com
40. myon.com.my
41. myon.com.ph
42. myon.com.sg
43. myon.com.vn
44. myon.my
45. myon.ph
46. myon.sg
47. myon.vn
48. myonreader.cn
49. myonreader.id

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement"), dated as of January 22, 2017, is entered into between Coughlan Companies, Inc., a Minnesota corporation ("Seller"), and Magic AcquisitionCo, LLC, a Delaware limited liability company ("Buyer").

RECITALS

WHEREAS, Seller is engaged, through its myON division, in the business of developing, marketing, distributing, selling, licensing, providing and offering, through an internet based software as a service platform, (a) a subscription product for a personalized learning environment that includes unlimited or substantially unlimited eBook reading, and (b) plans for a periodical current events subscription service for the K-12 levels (collectively, the "Business", which, for the avoidance of doubt, does not include providing print products or sales of individual titles in a digital format, or PebbleGo, pivotEd, Capstone Kids, Capstone Interactive or Facthound, whether or not such formats or products include enhanced digital reading content and embedded metrics to monitor activity);

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, substantially all of the assets and liabilities of the Business, subject to the terms and conditions set forth herein; and

WHEREAS, concurrently with the execution and delivery of this Agreement, Todd Brekhus and Capstone Digital shall have executed and delivered to Buyer an Employment Agreement substantially in the form of Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

The following terms have the meanings specified or referred to in this **ARTICLE I**:

"**Accounting Principles**" means GAAP, applied in a manner consistent with the accounting practices, procedures, policies, principles and methodologies used and applied by the Seller in preparation of the Balance Sheet.

"**Accrued Taxes**" means Taxes accrued in the ordinary course of business and included in Closing Working Capital for payroll taxes and sales taxes.

"**Acquisition Proposal**" has the meaning set forth in **Section 6.6**.

"**Active Employees**" means all Employees as of the Closing Date except for Non-Active Employees.

"**Adjustment Amount**" has the meaning set forth in **Section 2.8(c)(i)**.

the payroll and employment Taxes related thereto), (xi) all accrued unpaid Taxes (other than Accrued Taxes and transfer Taxes and Taxes set forth in clause (xi) for any taxable period (or portion thereof) ending on or before the Closing Date, (xii) all intercompany indebtedness owed by the Business to the Seller or any of its Affiliates, (xiii) guarantees with respect to liabilities of a type described in any of clauses (i) through (xiii) above, and (xiv) all interest, penalties, premiums, fees and expenses related to any of the foregoing. Indebtedness shall not include any Transaction Expenses.

"Indemnified Party" has the meaning set forth in Section 8.4.

"Indemnifying Party" has the meaning set forth in Section 8.4.

"Independent Accountant" has the meaning set forth in Section 2.8(b)(iii).

"Intellectual Property" means any and all of the following in any jurisdiction throughout the world and all rights in, arising out of, or associated therewith: (a) patents, utility models, and applications therefor, and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries, including invention disclosures; (b) all trade secrets, inventions (whether or not patentable and whether or not reduced to practice), and other rights in know-how and confidential or proprietary information; (c) all mask works, works of authorship and copyrights, data, databases, registrations and applications therefor, and all other rights corresponding thereto (including moral rights), throughout the world; (d) all rights in domain names, social media accounts and applications and registrations thereof; (e) all trade names, logos, common law trademarks and service marks, trade dress, trademark and service mark registrations, and applications therefor, and all goodwill associated therewith throughout the world; (f) rights in Software; (g) rights of publicity, personality, identification, or similar personal or group attributes; and (h) any similar, corresponding, or equivalent rights to any of the foregoing and any other intellectual property or proprietary rights throughout the world.

"Intellectual Property Assets" means (a) all Intellectual Property that is owned by Seller or any of its Subsidiaries and is primarily related to the Business, including the Intellectual Property that is set forth on Schedule 4.9(a) attached hereto, (b) the Business Products and all Intellectual Property incorporated therein (other than content, data and other materials furnished for distribution or licensed to Buyer, as applicable, under the Distribution Agreement in accordance therewith), and (c) the Book Conversion Engine and all Intellectual Property incorporated therein (solely as set forth in the Book Conversion Engine Grant Agreement).

"Intellectual Property Assignment" has the meaning set forth in Section 3.2(a)(iii).

"Intellectual Property Registrations" means all Intellectual Property Assets that are subject to any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names, social media accounts, and copyrights, issued and reissued patents and pending applications for any of the foregoing.

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "MAGIC ACQUISITIONCO, LLC", CHANGING ITS NAME FROM "MAGIC ACQUISITIONCO, LLC" TO "MYON, LLC", FILED IN THIS OFFICE ON THE THIRD DAY OF FEBRUARY, A.D. 2017, AT 6:27 O`CLOCK P.M.



6265079 8100
SR# 20170652108

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 201984414
Date: 02-03-17

TRADEMARK
REEL: 006168 FRAME: 0198

AMENDED AND RESTATED
CERTIFICATE OF FORMATION
OF
MAGIC ACQUISITIONCO, LLC

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:27 PM 02/03/2017
FILED 06:27 PM 02/03/2017
SR 20170652108 - File Number 6265079

It is hereby certified that:

1. The name of the limited liability company (hereinafter called the "Company") is Magic AcquisitionCo, LLC.
2. The Company filed its original Certificate of Formation with the Delaware Secretary of State on December 30, 2016, under the name "Magic AcquisitionCo, LLC".
3. Pursuant to provisions of Section 18-208 of the Delaware Limited Liability Company Act, the Certificate of Formation of the Company is hereby amended and restated to read in its entirety as follows:

FIRST: Name. The name of the limited liability company (the "Company") is myON, LLC.

SECOND: Registered Office and Registered Agent. The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, Delaware, 19808. The name of its registered agent at such address is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned has duly executed this Amended and Restated Certificate of Formation on behalf of Magic AcquisitionCo, LLC as of the 3rd day of February, 2017.

/s/ Jason Brein
Jason Brein
Authorized Person