

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445472

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|---|--|-----------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| NCS Pearson, Inc. | | 11/03/2014 | Corporation: MINNESOTA |
| RECEIVING PARTY DATA | | | |
| Name: | Performance Testing Solution Inc. | | |
| Street Address: | 80 Broad Street, Suite 2013 | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10004 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2291112 | MEASUREUP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | sam@mediainteractiva.com | | |
| Correspondent Name: | Sam Brocal | | |
| Address Line 1: | 80 Broad Street, Suite 2013 | | |
| Address Line 4: | New York, NEW YORK 10004 | | |
| NAME OF SUBMITTER: | Nancy K Pond | | |
| SIGNATURE: | /Nancy K Pond/ | | |
| DATE SIGNED: | 10/02/2017 | | |
| Total Attachments: 3 | | | |
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OP \$40.00 2291112

TRADEMARK ASSIGNMENT

This Trademark Assignment is entered into as of November 3, 2014 (the "Effective Date") by and between NCS Pearson, Inc., a Minnesota corporation (the "Assignor"), and Performance Testing Solution Inc., a Delaware corporation (the "Assignee").

WHEREAS, Assignor is the owner of the trademark listed in Schedule A attached hereto and incorporated herein by reference; (the "Assigned Mark"); and

WHEREAS, pursuant to the Asset Transfer Agreement (the "Agreement") of even date herewith between Assignor, as seller and Assignee, as buyer, Assignor has agreed to assign, transfer and deliver to Assignee all of Assignor's right, title and interest in and to the Assigned Mark, together with the goodwill symbolized by the Assigned Mark.

NOW, THEREFORE, for good and valuable consideration, as recited in the Agreement, the receipt and sufficiency of which are hereby acknowledged, effective as of the Effective Date, Assignor hereby assigns, transfers and delivers to Assignee all of Assignor's right, title, and interest in and to the Assigned Mark, together with all renewals and extensions of the foregoing and all of the goodwill associated with the foregoing, and together with all rights to sue and recover for any past, present and future infringement, dilution, damage or injury to any of the foregoing, the same to be held and enjoyed herein after by Assignee and its successors and assigns. Assignor agrees to cooperate with Assignee and to execute and deliver all documents as may be reasonably necessary to vest all right, title and interest in and to the Assigned Mark, including, without limitation, recordation of the Trademark Assignment in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first above written.

ASSIGNOR:

NCS Pearson, Inc.

By: 

Name: Steven A Wells

Title: Secretary

STATE OF MINNESOTA)

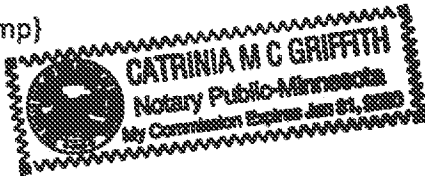
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COUNTY OF HENNEPIN)

November

On ~~October~~ *6* 2014 before me personally came Steven A Wells, to me known, who being by me duly sworn, did depose and say that he is Secretary of NCS Pearson, Inc., and that he had the authority to sign his name thereto on behalf of said corporation.

(stamp)



Catrinia M. C. Griffith

Catrinia M. C. Griffith

Notary Public

My Commission Expires: *1-31-20*

SCHEDULE A - MEASUREUP, INC.

| Trademark | Country | Serial No/Appl No | Serial/Appl Date | Reg No | Reg Date |
|------------------|----------------|----------------------------------|-----------------------------|---------------|-----------------|
| MEASUREUP | USA | 75/541008 | 8/21/1998 | 2291112 | 11/9/1999 |