

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452109

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900424672		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amy Bermar, dba ThruLine Marketing		10/04/2017	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Keypath Education, Inc.		
Street Address:	15500 W 113th Street, Suite 200		
City:	Lenexa		
State/Country:	KANSAS		
Postal Code:	66219		
Entity Type:	Corporation: KANSAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5140584	THRULINE MARKETING	
CORRESPONDENCE DATA			
Fax Number:	9136479057		
<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:	9136479050		
Email:	tmdocketing.burbach@hoveywilliams.com		
Correspondent Name:	Cheryl L. Burbach		
Address Line 1:	10801 Mastin Blvd., Suite 1000		
Address Line 4:	Overland Park, KANSAS 66210		
ATTORNEY DOCKET NUMBER:	50386/7207.00004		
NAME OF SUBMITTER:	Cheryl L. Burbach		
SIGNATURE:	/Cheryl L. Burbach/		
DATE SIGNED:	11/27/2017		
Total Attachments: 18			
source=982824_1#page1.tif			
source=982824_1#page2.tif			
source=982824_1#page3.tif			

source=982824_1#page4.tif
source=982824_1#page5.tif
source=982824_1#page6.tif
source=982824_1#page7.tif
source=982824_1#page8.tif
source=982824_1#page9.tif
source=982824_1#page10.tif
source=982824_1#page11.tif
source=982824_1#page12.tif
source=982824_1#page13.tif
source=982824_1#page14.tif
source=982824_1#page15.tif
source=982824_1#page16.tif
source=977236_1#page1.tif
source=977236_1#page2.tif

INTELLECTUAL PROPERTY PURCHASE AGREEMENT

This INTELLECTUAL PROPERTY PURCHASE AGREEMENT (the "Agreement") is made and entered into this 4th day of October, 2017, by and between Amy Bermar, dba ThruLine Marketing, with an address of 90 Washington Street, Newton, Massachusetts, 02458 ("Seller") and Keypath Education, Inc., a Kansas corporation, with an address of 15500 W 113th Street, Suite 200, Lenexa, Kansas, 66219 ("Buyer").

BACKGROUND

A. Since at least as early as November 4, 2015, Seller has provided advertising and publicity services which have been promoted and sold under the "THRULINE" trademark ("the Trademark") and brand name ("the Brand Name"), and marketed online at various domain names and social media pages containing the word "thruLine."

B. Seller owns U.S. Trademark Registration No. 5140584 for THRULINE MARKETING® for "advertising and publicity services, namely, promoting the goods, services, brand identity and commercial information and news of third parties through print, audio, video, digital and on-line medium" ("the Registered Mark").

C. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Intellectual Property (as defined below) based upon the terms and conditions set forth in this Agreement.

AGREEMENT

Accordingly, in consideration of the mutual promises in this Agreement, and for other good and valuable consideration, the parties agree as follows.

ARTICLE 1

PURCHASE AND SALE OF INTELLECTUAL PROPERTY

1. Purchased Assets/Intellectual Property: At Closing (as hereinafter defined), and subject to the terms and conditions of this Agreement, Buyer shall purchase from Seller, and Seller shall sell and transfer to Buyer, free and clear of any liens and encumbrances (including, but not limited to, financial liens and licenses), all of Seller's right, title and interest in and to the Intellectual Property, including:

a. all rights in the THRULINE service mark, the Registered Mark, applications for and registrations of any of the foregoing, trade names (specifically "ThruLine Marketing"), pursuant to the laws of any jurisdiction throughout the world, whether registered or unregistered, including the goodwill connected with the use of and symbolized by the THRULINE trademark and Registered Mark; and

b. all Seller-owned internet domain names containing the word "ThruLine" and "ThroughLine" registered in any top-level domain by any authorized private registrar or



governmental authority and web addresses, which are all identified in Exhibit A to this Agreement (collectively "the Domains").

These assets are collectively referred to as "the Intellectual Property."

The parties acknowledge and agree that the Seller is not selling or transferring ownership of any logos hereunder.

1.2 Purchase Price: The consideration to be paid by Buyer to Seller for the Intellectual Property shall be the sum of Forty Thousand Dollars (\$40,000 USD), payable in immediately-available funds ("the Purchase Price") by ACH, as follows:

- a. \$20,000 USD to be paid at Closing; and
- b. \$20,000 USD to be paid to an escrow agent, which shall be immediately released to Seller at such time all documents specified herein have been executed and/or permissions have been granted for the transfer of ownership of the Intellectual Property, as defined above. The Buyer shall pay for all expenses associated with the use of such escrow agent.

Buyer shall also pay for (or promptly reimburse Seller if Seller has paid for) any fees incurred in connection with the trademark and/or domain name assignments hereunder.

1.3 Closing: The closing of the transactions contemplated by this Agreement (the "Closing") shall occur simultaneous with the execution of this Agreement by both parties remotely via the exchange of documents and signatures, or at such other date or time as may be fixed by the parties hereto by mutual agreement in writing (the "Closing Date").

1.4 Seller Deliveries: Seller shall deliver to Buyer, simultaneously with the execution and delivery of this Agreement:

- a. a copy of the Trademark Assignment, executed by Seller, attached as Exhibit B; scanned email copy is acceptable
- b. a copy of the Domain Name Assignment, executed by Seller, attached as Exhibit C; scanned email copy is acceptable
- c. an IRS Form W-9 of Seller;
- d. all WHOIS registrant information for the Domains; and
- e. all information and authorization codes necessary to transfer use and control of all the Domains.



1.5 Buyer Deliveries: Buyer shall deliver to Seller, simultaneously with the execution and delivery of this Agreement, the Purchase Price as described above by wire transfer, in accordance with written wire transfer instructions delivered by Seller to Buyer no later than two (2) business days before Closing.

1.6 Liabilities:

(A) Survival of Representations and Warranties. The representations and warranties of Seller and Buyer set forth in this Agreement shall survive the Closing and the consummation of the transactions contemplated hereby and continue for a period of twelve (12) months from the Closing Date. All covenants of the parties shall survive until performed.

(B) Seller Indemnification. Seller hereby covenants and agrees to indemnify and hold harmless Buyer from any such debts, taxes and liabilities arising out of Seller's use or sale of the Intellectual Property prior to the Closing Date, including its reasonable attorney's fees and costs incurred in defending any claims arising therefrom. It is further understood that Buyer is not assuming any such debts, taxes, and liabilities of Seller and Buyer is not assuming any responsibilities for the employees of Seller. Seller will indemnify and defend Buyer, its affiliates, agents, and representatives (collectively "the Buyer Indemnitees") against, and will hold each of them harmless from and against, or imposed upon, the Buyer Indemnitees based upon, arising out of, with respect to or by reason of:

a. the inaccuracy or breach (or third-party allegation which, if proven, would constitute a breach) of any representation or warranty of Seller contained in or made pursuant to this Agreement, it being agreed that in determining the amount of losses relating to such breach or inaccuracy, such representation and warranty will be considered without regard to any qualification by or reference to materiality, material respects set forth therein; or

b. any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement.

(C) Buyer Indemnification. Buyer hereby covenants and agrees to indemnify and hold harmless Seller from any such debts, taxes and liabilities arising out of Buyer's use or sale of the Intellectual Property after the Closing Date, including its reasonable attorney's fees and costs incurred in defending any claims arising therefrom. Buyer will indemnify and defend Seller, its affiliates, agents, and representatives (collectively "the Seller Indemnitees") against, and will hold each of them harmless from and against, or imposed upon, the Seller Indemnitees based upon, arising out of, with respect to or by reason of:

a. the inaccuracy or breach (or third-party allegation which, if proven, would constitute a breach) of any representation or warranty of Buyer contained in or made pursuant to this Agreement, it being agreed that in determining the amount of losses relating to such breach or inaccuracy, such representation and warranty will be considered without regard to any qualification by or reference to materiality, material respects set forth therein; or

b. any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement.

(D) Claims Procedure. If a claim for damages under this Section 1.6 (a "Claim") is to be made by a party entitled to indemnification hereunder against the indemnifying party, the party claiming such indemnification shall give written notice (a "Claim Notice") to the indemnifying party as soon as practicable after the party entitled to indemnification becomes aware of any fact, condition or event which may give rise to damages for which indemnification may be sought under this Section 1.6 (but in any event on or prior to the applicable expiration date described above in Section 1.6(A)) which contains (i) a description and the amount (the "Claimed Amount") of any damages incurred by the indemnified party, (ii) a statement that the indemnified party is entitled to indemnification under this Section 1.6 and a reasonable explanation of the basis therefor, and (iii) a demand for payment in the amount of such damages. Within 15 days after delivery of a Claim Notice, the indemnifying party shall deliver to the indemnified party a written response in which the indemnifying party shall: (I) agree that the indemnified party is entitled to receive all of the Claimed Amount, (II) agree that the indemnified party is entitled to receive part, but not all, of the Claimed Amount (the "Agreed Amount") (III) contest that the indemnified party is entitled to receive any of the Claimed Amount. If the indemnifying party in such response contests the payment of all or part of the Claimed Amount, the indemnifying party and the indemnified party shall use good faith efforts to resolve such dispute. If such dispute is not resolved within 60 days following the delivery by the indemnifying party of such response, the indemnifying party and the indemnified party shall each have the right to submit such dispute to arbitration as described below in Section 3.9. If any lawsuit or enforcement action is filed against any party entitled to the benefit of indemnity hereunder, written notice thereof shall be given to the indemnifying party as promptly as practicable (and in any event within fifteen (15) calendar days after the service or the citation or summons). The failure of any indemnified party to give timely notice hereunder shall not affect rights to indemnification hereunder, except to the extent that the indemnifying party demonstrates actual damage or prejudice caused by such failure. After such notice, if the indemnifying party shall acknowledge in writing to the indemnified party that the indemnifying party shall be obligated under the terms of its indemnity hereunder in connection with such lawsuit or action, then the indemnifying party shall be entitled, if it so elects, (i) to take control of the defense and investigation of such lawsuit or action; (ii) to employ and engage attorneys of its own choice to handle and defend the same, at the indemnifying party's cost, risk, and expense unless the named parties to such action or proceeding include both the indemnifying party and the indemnified party and the indemnified party has been advised in writing by counsel that there may be one or more legal defenses available to such indemnified party that are different from or additional to those available to the indemnifying party; and (iii) to compromise or settle such claim, which compromise or settlement shall be made only with the written consent of the indemnified party, such consent not to be unreasonably withheld. If the indemnifying party fails to assume the defense of such claim within fifteen (15) calendar days after receipt of the Claim Notice, the indemnified party against which such Claim has been asserted will (upon delivering notice to such effect to the indemnifying party) have the right to undertake, at the indemnifying party's cost and expense, the defense, compromise or settlement of such Claim on behalf of and for the account and risk of the indemnifying party; provided, however, that such Claim shall not be compromised or settled without the written consent of the indemnifying party, which consent shall not be



unreasonably withheld. In the event the indemnified party assumes the defense of the Claim, the indemnified party will keep the indemnifying party reasonably informed of the progress of any such defense, compromise or settlement. The indemnifying party shall be liable for any settlement of any action effected pursuant to and in accordance with this Section 1.6 for any final judgment (subject to any right of appeal), and the indemnifying party agrees to indemnify and hold harmless an indemnified party from and against any damages by reason of such settlement or judgment.

(E) Limitations of Indemnification. Seller's liability under Section 1.6(B) shall be subject to the following limitations:

(i) Seller's aggregate cumulative liability for which shall be limited to the amount of the Purchase Price actually paid to and received by the Seller.

(ii) No individual claim or series of related claims for indemnification under Section 1.6(B) shall be valid and assertable unless it is in excess of \$1,000.

Notwithstanding the foregoing, there shall be no limitation whatsoever on Seller's indemnification of Buyer for Buyer damages arising from any fraudulent misrepresentation made by Seller in this Agreement.

1.7 Allocation of Purchase Price: Buyer and Seller agree to allocate the Purchase Price among the Intellectual Property in accordance with the principles of Section 1060 of the Code and Treasury regulations thereunder as set forth on Exhibit D hereto (the "Purchase Price Allocation"). Seller and Buyer will report and file all Tax Returns (including, but not limited to Form 8594) consistent with the Purchase Price Allocation. Any subsequent adjustments to the Purchase Price will be reflected in the Purchase Price Allocation in a manner consistent with Section 1060 of the Code and the regulations thereunder. None of Seller, Buyer or their respective Affiliates will take a position that is inconsistent with the Purchase Price Allocation in any filings, declarations and reports with the IRS, and each of Seller, Buyer and their respective affiliates will make consistent use of the Purchase Price Allocation for all Tax purposes.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Seller makes the following representations and warranties to Buyer as of the date of this Agreement and as of the Closing Date, as follows:

- a. Enforceability. This Agreement is a valid and binding obligation of Seller, enforceable against Seller, in accordance with the terms set forth herein, except as enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights of creditors generally and by equitable principles, including those limiting the availability of specific performance, injunctive relief and other equitable remedies and those providing for equitable defenses.

- b. Conflicting Obligations. To the best of Seller's knowledge, the execution and delivery of this Agreement and the consummation of transactions contemplated hereby (the "Contemplated Transactions") do not and will not conflict with or violate any provisions of, or result in the maturation or acceleration of, any obligations under any contract, agreement, or other obligation or undertaking, or any law, statute, rule, judgment or governmental restriction or requirement, to which Seller is subject to or a party of, or by which Seller is bound.
- c. Consents. To the best of Seller's knowledge, the Contemplated Transactions do not and will not require any third-party consents, approvals, or authorizations.
- d. Power and Authority. Seller has all necessary power and authority to enter into this Agreement and to perform the Contemplated Transactions, such execution and performance being duly approved and authorized by all requisite action.
- e. Title. This Agreement, including the Exhibits hereto, identify all of Seller's trademarks, service marks, trade names, domain names, and social media accounts that consist of or contain the word "thruLine" and that Seller has good, valid, and marketable title to all the Intellectual Property, and has not granted any rights in or to any of the Intellectual Property to any other person.
- f. Ownership and Use of Intellectual Property. Seller owns or has a valid and transferable license to use all Intellectual Property. Seller warrants the Registered Mark has been in continuous use since the Registered Mark was issued and that the Registered Mark has not been abandoned.
- g. No Infringement of Third Party Rights. To the best of Seller's knowledge, no part of the Intellectual Property infringes, misappropriates, violates, or otherwise interferes with the patent, trademark, copyright, trade secret, or other intellectual property rights of any third party.
- h. No Infringement of Intellectual Property. Seller is not aware of any mark, brand name, or trademark that infringes on the Trademark or Registered Mark or that is confusingly similar.
- i. Social Media. Seller does not own or manage any accounts with Twitter, Facebook, Instagram, Pinterest, and/or any other social media platforms directly linked to the advertising and publicity services which have been promoted and sold under the Trademark, Brand Name or Registered Mark by Seller, or that contain the word "thruLine" or "throughline."

2.2 Buyer makes the following representations and warranties to Seller as of the date of this Agreement and as of the Closing Date, as follows:



- a. Organization. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Kansas.
- b. Enforceability. This Agreement is a valid and binding obligation of Buyer, enforceable against Buyer, in accordance with the terms set forth herein, except as enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights of creditors generally and by equitable principles, including those limiting the availability of specific performance, injunctive relief and other equitable remedies and those providing for equitable defenses.
- c. Conflicting Obligations. The Contemplated Transactions do not and will not conflict with or violate any provisions of, or result in the maturation or acceleration of, any obligations under any contract, agreement, or other obligation or undertaking, or any law, statute, rule, judgment or governmental restriction or requirement, to which Buyer is subject to or a party of, or by which Buyer is bound.
- d. Power and Authority. Buyer has all necessary power and authority to enter into this Agreement and to perform the Contemplated Transactions, such execution and performance being duly approved and authorized by all requisite corporate and other action.
- e. Ability. Buyer is not aware of any commenced or threatened action against Buyer that may have the effect of preventing, delaying, making illegal, or otherwise interfering with any of the Contemplated Transactions.

**ARTICLE 3
MISCELLANEOUS**

3.1 Further Assurances: Seller agrees at Buyer's expense to execute such further documentation and perform such further actions, including the recordation of such documentation with the appropriate governmental authorities, as may be reasonably requested by Buyer to evidence and effectuate the transfer of Intellectual Property or give effect to the intent of this Agreement.

3.2 Non-Use of Intellectual Property by Seller: Upon the execution of this Agreement and payment by Buyer of the Purchase Price, Seller agrees not to use the Trademark or Brand Name, or any trade names or trademarks deceptively similar to the Intellectual Property, for the production, marketing, sale, or distribution of any products or services offer by the Buyer, without Buyer's prior consent.

3.3 Attorney's Fees: If any legal action or other proceedings are brought by either party for enforcement of any of the terms and conditions of this Agreement, the prevailing party shall



be entitled to receive attorneys' fees, costs and expenses incurred, in addition to any relief to which the prevailing party may be entitled.

3.4 Benefit and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assignees, and beneficiaries in interest and may not be assigned by any party without the other parties' consent.

3.5 Expenses: Each party shall bear their own costs and expenses in connection with the negotiation and performance of this Agreement, provided that Buyer will pay all assignment and other registration fees incurred in connection with the assignment and sale of the Intellectual Property hereunder.

3.6 Amendment, Modification and Waiver: This Agreement may be modified, amended or supplemented by written agreement of all both Buyer and Seller. Any term or condition may be waived in writing by Buyer or Seller. Any waiver of any condition, or of the breach of any provision, term, covenant, representation, or warranty contained in this Agreement, shall not be deemed to be nor construed as a further or continuing waiver of any such condition or of any such breach.

3.7 Entire Agreement: This Agreement and the attached Exhibits constitute the entire understanding among the parties hereto with respect to the Contemplated Transactions, and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to such Contemplated Transactions.

3.8 Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. Facsimile, photocopy, and PDF copies of signatures to this Agreement and any related documents shall be deemed to be originals and may be relied upon with the same force and effect as originals.

3.9 Choice of Law: This Agreement and all disputes or controversies arising out of or relating to this Agreement or the Contemplated Transactions will be governed by, and construed in accordance with, the internal laws of the State of New York without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York. In the event that there shall be a dispute between the parties after the Closing Date arising out of or relating to this Agreement, including, without limitation, the indemnities provided in this Section 1.6 or the breach thereof, the parties agree that such dispute shall be resolved by final and binding arbitration in New York, New York administered by the American Arbitration Association (the "AAA"), in accordance with the AAA's rules of practice then in effect or such other procedures as the parties may agree to prior to the Closing. Any award issued as a result of such arbitration shall be final and binding between the parties thereto, and shall be enforceable by any court having jurisdiction over the party against whom enforcement is sought. The arbitrator shall have the authority in his or her discretion to award to the prevailing party the fees and expenses of such arbitration (including reasonable attorneys' fees) or any action to enforce an arbitration award.



3.10 Interpretation: This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

3.11 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder will be in writing and will be deemed to have been given when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission by the transmitting equipment) if sent on a business day during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the fifth business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as is specified in a notice given in accordance with this section:

If to the Seller:

Amy Bermar
90 Washington Street
Newton, Mass. 02458
abermar@corporateink.com
cell: 617-827-5779
fax via email.

If to Buyer:

15500 W 113th Street, Suite 200
Lenexa, Kansas 66219
Attn: Scott West
scott.west@marketing.keypathedu.com

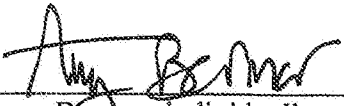
with copies, simultaneously by like means (which shall not constitute notice) to:

Cheryl L. Burbach, Esq.
Hovey Williams LLP
10801 Mastin St., Suite 1000
Overland Park, Kansas 66210
cburbach@hoveywilliams.com
Fax: 913-647-9057



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

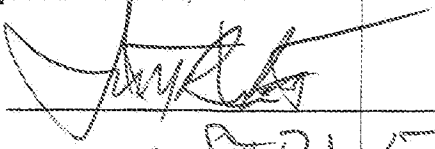
SELLER:


Amy Bernar, individually and
doing business as ThruLine Marketing

Date: 10/4/2017

BUYER:

Keypath Education, Inc.

By: 
Printed Name: Scott R. West

Date: 10/5/17

Title: General Counsel/Corp Secretary

EXHIBIT A

TOP LEVEL DOMAIN NAMES LIST

throughlinemktg.info

throughlinemktg.net

throughlinemktg.com

throughlinemktg.org

throughlinemktg.us

thru.solutions

thrulinemarketing.agency

thrulinemarketing.solutions

thrulinemktg.biz

thrulinemktg.co

thrulinemktg.com

thrulinemktg.info

thrulinemktg.net

thrulinemktg.org

thrulinemktg.us



EXHIBIT B

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") dated October 4, 2017, by and between Amy Bermar, dba ThruLine Marketing, with an address of 90 Washington Street, Newton, Massachusetts, 02458 ("Assignor") and Keypath Education, Inc., a Kansas corporation, with an address of 15500 W. 113th Street, Suite 200, Lenexa, Kansas, 66219 ("Assignee"), to and have executed and delivered an Intellectual Property Purchase Agreement, dated the date hereof (the "Purchase Agreement"), pursuant to which Assignee has agreed to acquire certain assets, including, without limitation, U.S. Trademark Registration No. 5140584 for THRULINE MARKETING for "advertising and publicity services, namely, promoting the goods, services, brand identity and commercial information and news of third parties through print, audio, video, digital and on-line medium" ("the Registered Mark").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

1. Assignment. Assignor is the registered owner of the Registered Mark and hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of Assignor's right, title and interest in, to and under the Registered Mark, including, without limitation, all common law rights for which no applications or registrations exist, common law rights that are associated with any pending applications, all applications to register any of the Registered Mark, and all registrations that have been or may be granted for any of the Registered Mark, together with all common law rights, and all goodwill associated with the Registered Mark and symbolized thereby, together with all claims that it might have, at law or in equity, including the right to sue and recover damages, for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Registered Mark.

2. Further Assurances.

a. The Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

b. Assignor grants the attorney of record the power to insert on this Assignment any further identifying information describing the parties or the Registered Mark, that may be necessary or desirable in order to comply with the rules of United States or foreign governments or patent and trademark offices, for recordation of this document.



c. Assignor represents that Assignor has the rights, titles, and interests to convey as set forth herein, and covenants with Assignee that the Assignor has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the transfer of all rights, titles, and interests herein conveyed.

3. Miscellaneous. Nothing in this Assignment shall be construed in any way to waive, limit, expand, modify, supersede or otherwise affect the terms and conditions contained in the Purchase Agreement. In the event of any conflict or other difference between the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall control. This Assignment may only be amended, modified or supplemented by an agreement in writing signed by signed by all parties hereto. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment will be governed by, and construed in accordance with, the internal laws of the State of Kansas, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Kansas. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

ASSIGNOR:

Amy Bermar
Amy Bermar, individually and
doing business as ThruLine Marketing

Date: 10/4/17

ASSIGNEE:
Keypath Education, Inc.

By: [Signature]

Date: 10/5/17

Printed Name: Scott R. West

Title: General Counsel / Corp Secretary

AB
[Signature]

EXHIBIT C

INTERNET DOMAIN NAME TRANSFER AGREEMENT

This Internet Domain Name Transfer Agreement (this "Agreement") dated October 4, 2017, by and between Amy Bermar, dba ThruLine Marketing, with an address of 90 Washington Street, Newton, Massachusetts, 02458 ("Assignor"), and Keypath Education, Inc., a Kansas corporation, with an address of 15500 W 113th Street, Suite 200, Lenexa, Kansas, 66219 ("Assignee"), to and have executed and delivered an Intellectual Property Purchase Agreement, dated the date hereof (the "Purchase Agreement"), pursuant to which Assignee has agreed to acquire certain assets, including, including all of the Assignor's right, title and interest in and to certain domain names, including:

throughlinemktg.com
throughlinemktg.info
throughlinemktg.net
throughlinemktg.org
throughlinemktg.us
thru.solutions
thrulinemarketing.agency
thrulinemarketing.solutions
thrulinemktg.biz
thrulinemktg.co
thrulinemktg.com
thrulinemktg.info
thrulinemktg.net
thrulinemktg.org
thrulinemktg.us

(all such domain names referred to collectively as the "Domains").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Assignee hereby agree as follows:


1. Assignor is the owner of the Domains, and Assignor hereby assigns to Assignee all right, title and interest in and to the Domains.
2. Assignor agrees to take the steps required by the current procedures promulgated by the domain's registrar to transfer the Domains to Assignee. At and after the date hereof, Assignor will, without further consideration, provide or execute such other information or documents as may be necessary or appropriate to accomplish the transfer of the Domains upon Assignee's reasonable request.
3. Assignor represents and warrants that it has the full power to enter into and perform this Agreement and to authorize the transfer of the Domains.



4. Nothing in this Agreement shall be construed in any way to waive, limit, expand, modify, supersede or otherwise affect the terms and conditions contained in the Purchase Agreement. In the event of any conflict or other difference between the Purchase Agreement and this Agreement, the provisions of the Purchase Agreement shall control. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by signed by all parties hereto. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement will be governed by, and construed in accordance with, the internal laws of the State of Kansas without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Kansas. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

ASSIGNOR:




Amy Berner, individually and
doing business as ThruLine Marketing

Date: 10/4/2017

ASSIGNEE:

Keypath Education, Inc.

By: 

Date: 10/5/17

Printed Name: Scott R. West

Title: General Counsel / Corp Secretary



EXHIBIT D

PURCHASE PRICE ALLOCATION

The purchase price (as determined for federal income tax purposes) shall be allocated among the Intellectual Property and the covenants set forth in the Agreement in accordance with the following:

<u>Asset</u>	<u>Allocation</u>
All trademark rights in the THRULINE trademark, Registered or unregistered	\$1,000.00
Domains	\$39,000.00



TRADEMARK

REEL: 006190 FRAME: 0651

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amy Bermar		10/04/2017	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Keypath Education, Inc.		
Street Address:	15500 W 113th Street, Suite 200		
City:	Lenexa		
State/Country:	KANSAS		
Postal Code:	66219		
Entity Type:	Corporation: KANSAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5140584	THRULINE MARKETING	
CORRESPONDENCE DATA			
Fax Number:	9136479057		
Phone:	9136479050		
Email:	tmdocketing.burbach@hoveywilliams.com		
<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>			
Correspondent Name:	Cheryl L. Burbach		
Address Line 1:	10801 Mastin Blvd., Suite 1000		
Address Line 4:	Overland Park, KANSAS 66210		
ATTORNEY DOCKET NUMBER:	7207.00000		
NAME OF SUBMITTER:	Cheryl L. Burbach		
Signature:	/Cheryl L. Burbach/		
Date:	10/11/2017		
Total Attachments: 16 source=976343_1#page1.tif			

source=976343_1#page2.tif
source=976343_1#page3.tif
source=976343_1#page4.tif
source=976343_1#page5.tif
source=976343_1#page6.tif
source=976343_1#page7.tif
source=976343_1#page8.tif
source=976343_1#page9.tif
source=976343_1#page10.tif
source=976343_1#page11.tif
source=976343_1#page12.tif
source=976343_1#page13.tif
source=976343_1#page14.tif
source=976343_1#page15.tif
source=976343_1#page16.tif

RECEIPT INFORMATION

ETAS ID:	TM446834
Receipt Date:	10/11/2017
Fee Amount:	\$40