

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM453104

<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>
Motion Math, Inc.		11/08/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Curriculum Associates, LLC		
<b>Street Address:</b>	153 Rangeway Road		
<b>City:</b>	North Billerica		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01862		
<b>Entity Type:</b>	Limited Liability Company: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4503192	QUESTIMATE!	
<b>Registration Number:</b>	4141190	MOTION MATH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	202.556.1399		
<b>Email:</b>	nancy.lapidus@lapiduslawoffice.com		
<b>Correspondent Name:</b>	The Law Office of Nancy Lapidus, PLLC		
<b>Address Line 1:</b>	5335 Wisconsin Avenue, N.W.		
<b>Address Line 2:</b>	Suite 440		
<b>Address Line 4:</b>	Washington, D.C. 20015		
<b>NAME OF SUBMITTER:</b>	Nancy Lapidus		
<b>SIGNATURE:</b>	/Nancy Lapidus/		
<b>DATE SIGNED:</b>	12/04/2017		
<b>Total Attachments: 5</b>			
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**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT, dated as of November 8, 2017 (this "Assignment"), is by and between Motion Math, Inc., a Delaware corporation ("Assignor"), and Curriculum Associates, LLC, a Massachusetts limited liability company ("Assignee"). Capitalized terms used but not defined herein have the respective meanings ascribed to them in that certain Asset Purchase Agreement, dated as of November 3, 2017 (the "Agreement"), between Assignor and Assignee.

WHEREAS, pursuant to the Agreement, Assignor agreed to, among other things, sell, convey, transfer, assign, grant and deliver to Assignee all of Assignor's right, title and interest in and to the Trademarks set forth on Schedule A hereto, together with all applications and registrations pertaining thereto, all common law rights associated therewith, and all goodwill associated therewith throughout the world (collectively, the "Assigned Trademarks"), and

WHEREAS, pursuant to the Agreement, the ongoing and existing portion of Assignor's business to which the Assigned Trademarks pertain is concurrently transferred to Assignee.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Agreement, and for the other good and valuable consideration described in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor does hereby irrevocably sell, transfer, convey, assign, grant, set over, and deliver to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Trademarks, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all causes of action (in law or equity), claims, demands, and any other rights for, or arising from any past, present or future infringement, of the Assigned Trademarks, along with the right to sue for and collect any damages for the use and benefit of Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives. Assignee acknowledges that neither Assignor makes no representation or warranty with respect to the Assigned Trademarks assigned hereby except as set forth in the Agreement.

2. Further Assurances. As may be requested by Assignee or its designees or other legal representatives from time to time after the date hereof, Assignor agrees to assist Assignee, or Assignee's successors, assigns, designees, nominees, or other legal representatives, in a commercially reasonable manner, without further consideration, to (i) evidence, record, and perfect the assignment of the Assigned Trademarks and (ii) secure Assignee's rights in the Assigned Trademarks, including, but not limited to, the execution, delivery and filing of all applications, specifications, oaths, assignments, powers-of-attorney, and similar instruments that Assignee deems reasonably necessary to assign and convey to Assignee, or Assignee's successors, assignees, designees, nominees or other legal representatives, all right, title and interest in and to the Assigned Trademarks.

3. Authorization. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office and any corresponding foreign office whose duty it is to issue, certify, or assign registrations or applications for trademarks or service marks to issue, certify or assign as appropriate, the same to Assignee

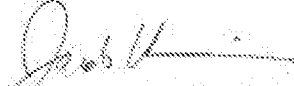
and Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Assignment.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the day and year first above written.

ASSIGNOR:

MOTION MATH, INC.

By:   
Name: Jacob Klein  
Title: Chief Executive Officer

ASSIGNEE:

CURRICULUM ASSOCIATES, LLC

By: \_\_\_\_\_  
Name: David Caron  
Title: Chief Financial Officer

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the day and year first above written.

ASSIGNOR:

MOTION MATH, INC.

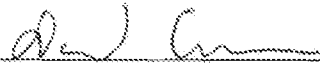
By: \_\_\_\_\_

Name: Jacob Klein

Title: Chief Executive Officer

ASSIGNEE:

CURRICULUM ASSOCIATES, LLC

By:  \_\_\_\_\_

Name: David Caron

Title: Chief Financial Officer

[Signature Page to Trademark Assignment]

**TRADEMARK**  
**REEL: 006219 FRAME: 0617**

**Schedule A**

**Assigned Trademarks**

<b>Registration No.</b>	<b>Serial No.</b>	<b>Country</b>	<b>Registration Date</b>	<b>TradeMark</b>
4503192	85911336	USA	3/25/2014	Questimate
4141190	85266855	USA	5/5/2012	Motion Math