# OP \$40.00 2065612

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM453969

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
John G Hondros		11/13/2017	INDIVIDUAL: UNITED STATES
Hondros Learning LLC		11/13/2017	Limited Liability Company: OHIO

## **RECEIVING PARTY DATA**

Name:	Compucram.com LLC
Street Address:	170 N. Sunbury Road
City:	Westerville
State/Country:	OHIO
Postal Code:	43081
Entity Type:	Limited Liability Company: OHIO

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2065612	COMPUCRAM

# **CORRESPONDENCE DATA**

**Fax Number:** 6147160511

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.

**Phone:** 6147160505

Email: bethk@olrblaw.com

Correspondent Name: Elizabeth M. Kelly, Esq.

Address Line 1: 35 N. Fourth Street, Ste. 100

Address Line 2: Onda LaBuhn Rankin & Boggs Co. LPA

Address Line 4: Columbus, OHIO 43215

NAME OF SUBMITTER: Elizabeth M. Kelly	
SIGNATURE:	/Elizabeth M. Kelly, Esq./
DATE SIGNED:	12/11/2017

# **Total Attachments: 5**

source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif

> TRADEMARK REEL: 006225 FRAME: 0145

source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif

TRADEMARK
REEL: 006225 FRAME: 0146

# TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made this  $\frac{\sqrt{3}}{2}$  day of November, 2017, by and between John G. Hondros, an individual ("Hondros"), Hondros Learning, LLC, an Ohio limited liability company (the "Assignor") and Compucram.com LLC, an Ohio limited liability company (the "Assignee").

WHEREAS, on March 2, 2015, Hondros assigned the ownership rights to the trademark COMPUCRAM (word mark), Reg. #2065612 to Hondros Learning, LLC pursuant to the first Trademark Assignment attached hereto as **Exhibit A** (the "First Assignment");

WHEREAS, pursuant to the First Assignment, Assignor is the owner of all right, title and interest in and to the trademark and the corresponding registration and/or application for registration set forth on **Exhibit B** (the "Trademark"), together with the goodwill of the business connected with and symbolized by the Trademark;

WHEREAS, at the time of the assignment to Assignor, Hondros failed to notify the United States Patent and Trademark Office of the First Assignment;

WHEREAS, contemporaneous with the execution of this Assignment, Hondros, at the direction of Assignor, executed a Trademark Assignment Recordation Form recorded with the United States Patent and Trademark Office to notify the United States Patent and Trademark Office of the assignment of the Trademark to Assignee; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademark in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademark (including, without limitation, the right to renew the registration included in the Trademark, the right to apply for a trademark registration within or outside the United States based in whole or in part upon the Trademark, and any priority right that may arise from the Trademark); the business to which the Trademark pertains; all income, royalties, damages and payments in respect of the Trademark; and all causes of action in law or equity arising out of the above items, including but not limited to all rights to sue, counterclaim and recover damages for infringement; the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this assignment, transfer and conveyance not been made.

Hondros and Assignor authorize the Commissioner of Trademark of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registration and/or applications for registration set forth on **Exhibit B** to Assignee as assignee of Assignor's entire right, title and interest therein. Hondros and/or Assignor agree to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademark.

This Trademark Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the date written above. **ASSIGNOR** HONDROS LEARNING, LLC, an Ohio limited liability company By: Hondros Management Services, LLC, Manager STATE OF OHIO ) SS: COUNTY OF FRANKLIN Before me, a Notary Public in and for said County and State, personally appeared John G. Hondros, by me known and by me known to be the President of Hondros Management Services, LLC, the Manager of Hondros Learning, LLC, an Ohio limited liability company, who acknowledged the execution of the foregoing "Trademark Assignment" on behalf of said company. WITNESS my hand and Notarial Seal this 18 day of Newbolk, 2017. Notary Public KIMBERLYSIMCCA (Printed Signature) My Commission Expires: <u>01/19120</u> Kimberly S. McCann Notary Public, State of Ohio My Commission Expires 01-19-2020 HONDROS: ohn G. Hondros, individually and personally STATE OF OHIO ) SS: COUNTY OF FRANKLIN Before me, a Notary Public in and for said County and State, personally appeared John G. Hondros, an individual, who acknowledged the execution of the foregoing "Trademark Assignment" as his free act and deed. WITNESS my hand and Notarial Seal this Buday of Novembor, 2017. Kembelly Still an Notary Public KIMBERLY SMCCA Kimberly S. McCann (Printed Signature)

My Commission Expires: Oligizo

Kimberly S. McCann Notery Public, Oute of Ohio My Commission Expires 01-19-2020

# **ASSIGNEE**

COMPUCRAM.COM LLC, an Ohio limited lial	onity company	

By: Hondros Manageme	Land Services, LDC, Manager
John G.	Hondros, President
STATE OF OHIO	) ) SS:
COUNTY OF	)

Before me, a Notary Public in and for said County and State, personally appeared John G. Hondros, by me known and by me known to be the President of Hondros Management Services, LLC, the Manager of Assignee, who acknowledged the execution of the foregoing "Trademark Assignment" on behalf of said company.

WITNESS my hand and Notarial Seal this BH day of November, 2017.

Notary Public SMCCANN (Printed Signature)

My Commission Expires: Oll19120

Kimberly S. McCann Notary Public, State of Ohio My Commission Expires 01-19-2020

# EXHIBIT A FIRST ASSIGNMENT

### TRADEMARK ASSIGNMENT

This trademark assignment, effective as of March 2, 2015, is by and between John G. Hondros company ("Assignor"), and Hondros Learning, LLC, an Ohio limited liability company ("Assignee").

Assignor is the owner of the following trademark (the "Mark"):

### COMPUCRAM (word mark) Reg. # 2065612

Assignor's ownership of the Mark includes but is not limited to common law rights, trade name rights, and the right to recover for past infringement, in the United States and in other countries.

Assignor has created and is using all the goodwill associated with and symbolized by the Mark and has not abandoned same.

Assignor wishes to assign to Assignee, and Assignee wishes to acquire, all rights, title, and interest in and to the Mark worldwide.

Now therefore, for good and adequate consideration, receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee:

- all rights, title and interest as Assignor possesses in and to the Mark worldwide,
- · all goodwill symbolized by the Mark,
- · the business to which the Mark pertains,
- · the registration for the Mark,

John G. Hondros

- all income, royalties, damages, and payments in respect of the Mark.
- all causes of action in law or equity arising out of the above items, including but not limited to all rights to sue, counterclaim, and recover damages for infringement.

Executed at Columbus, Ohio this 27 day of February 2015.

HONDROS LEARNING, LLC

By Jercy Weissberg, President

# Exhibit B Trademark

Word Mark: COMPUCRAM

Goods and Services: IC 009. US 021 023 026 036 038. G & S: computer software for preparing for

tests. FIRST USE: 19950300. FIRST USE IN COMMERCE: 19960900

Mark Drawing Code: (1) TYPED DRAWING

Serial Number: 74661456 Filing Date: April 14, 1995

Current Basis: 1A

Original Filing Basis: 1B

Published for Opposition: November 21, 1995

Registration Number: 2065612

Registration Date: May 27, 1997

Owner (REGISTRANT): Hondros, John G. INDIVIDUAL UNITED STATES c/o Hondros

COLLEGE 4140 EXECUTIVE PARKWAY WESTERVILLE OHIO 430813858

Attorney of Record: Matthew A. LaBuhn

Type of Mark: TRADEMARK

Register: PRINCIPAL

Affidavit Text: SECT 8 (6-YR). SECTION 8(10-YR) 20160923.

Renewal: 2ND RENEWAL 20160923

Live/Dead Indicator: LIVE

 $S: WP80 \land Hondros \ Learning, \ LLC \land COMPUCRAM. COM \land Trademark \ Assignment \ Agreement. document \ Agreement \ Agreement$