

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455631

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ECS Learning Systems, Inc.		11/20/2017	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Asteria Education, Inc.		
Street Address:	2709 Bulverde Rd.		
City:	Bulverde		
State/Country:	TEXAS		
Postal Code:	78163		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4080599	STAAR MASTER	
Registration Number:	4696129	STAAR MASTER	
Registration Number:	4200652	STAAR MASTER	
Registration Number:	2706291	TESTSMART	
CORRESPONDENCE DATA			
Fax Number:	2028037953		
<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:	202-888-7786		
Email:	docket@markerylaw.com		
Correspondent Name:	Stacey J. Watson		
Address Line 1:	P.O. Box 84150		
Address Line 4:	Gaithersburg, MARYLAND 20883-4150		
NAME OF SUBMITTER:	Stacey J. Watson		
SIGNATURE:	/Stacey J. Watson/		
DATE SIGNED:	12/22/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into this 21 day of November, 2017 (the "Effective Date"), by and among (i) ECS Learning Systems, Inc., a Texas corporation and Novel Units, Inc., a Texas corporation (collectively, "Assignor"), and (ii) Asteria Education, Inc., a Texas corporation ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in that certain Asset Purchase Agreement, dated as of the date hereof, by and among the Assignor, Assignee, Sam Mammen, Loretta Mammen and Christopher Mammen (as may be amended, modified, restated and/or supplemented from time to time, the "Asset Purchase Agreement").

RECITALS

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignor has agreed to sell, assign, transfer, convey and deliver to the Assignee, and the Assignee has agreed to purchase, the properties, rights, interests and other tangible and intangible assets of the Assignor owned, licensed, used or held for use by the Assignor in connection with, relating to or necessary for the operation of the Business, as more thoroughly described in the Asset Purchase Agreement, including all of the Assignor's right, title and interest in and to the Trademarks as defined in the Asset Purchase Agreement (collectively the "Marks") as listed on **Schedule A** hereto; and

WHEREAS, Assignor and Assignee desire to enter into this Agreement in order to evidence and effectuate the assignment of the Marks.

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

ASSIGNMENT

1. Assignor hereby sells, transfers, assigns and sets over to Assignee Assignor's entire right, title and interest (for all relevant countries) in and to the Marks, and all the rights and privileges under any Marks that may be granted therefor, together with the goodwill of the business associated with the Marks; and all applications for industrial property protection, including without limitation, all applications for Marks which may hereafter be filed for said Marks in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Marks under the laws of the United States, or any international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for marks which may hereafter be filed for said Marks in any country or countries, together with the right to file such applications; and all forms of industrial property protection, which may be granted for said Marks in any country or countries.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue Marks or other evidence on applications as aforesaid, to

issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

3. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for trademark, service mark or other form of protection for the Marks, the benefit of the right of priority thereto provided by the laws of any country or countries, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

4. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by any convention.

5. All of the rights, title and interest in and to the Marks sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, except for the pre-existing licenses identified in the Purchase Agreement, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

6. If any portion of this Agreement is found to be contrary to law or ineffective, the remainder of the Agreement shall survive and be interpreted, to the maximum extent possible, for the purpose of carrying out the intent of the Assignor which is the full and complete transfer and assignment of all Assignor's Marks to Assignee.

7. The Assignee acknowledges that except as set forth in the Asset Purchase Agreement, the Assignor does not make or shall be deemed to have made any representation or warranty, express or implied, of any nature or kind with respect to the Marks.

8. The parties hereby incorporate by reference Section 6.4 of the Asset Purchase Agreement as if the same was fully set forth herein; provided, that for such purpose, any references to the "Agreement" shall be deemed to be references to this Agreement.

9. This Agreement and the Asset Purchase Agreement contain the entire agreement between the parties concerning the matters referred to herein. In the event of any conflict between the terms of this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

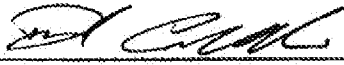
10. This Agreement may be executed in counterparts, but together shall constitute the same agreement.

[Signatures on Next Page]

Trademark Assignment Agreement

PURCHASER:

ASTERIA EDUCATION, INC.

By: 
David Cumberbatch, President

**SCHEDULE A
TRADEMARKS**

TRADEMARK	OWNER	REGISTRATION NO.	REGISTRATION DATE
STAAR MASTER	ECS Learning Systems, Inc.	4080599	January 3, 2012
STAAR MASTER	ECS Learning Systems, Inc.	4696129	March 3, 2015
STAAR MASTER	ECS Learning Systems, Inc.	4200652	September 4, 2012
TESTSMART	ECS Learning Systems, Inc.	2706291	April 15, 2003
NOVEL UNITS	Novel Units, Inc.	2437150	March 20, 2001