

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM457333

<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>
CHSZ, LLC		10/31/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SZED, LLC		
<b>Street Address:</b>	11101 W. 120th Avenue		
<b>City:</b>	Broomfield		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80021		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85881693	EDUFII	
<b>Serial Number:</b>	85881710	EDUFII	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4142713552		
<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>	4142775704		
<b>Email:</b>	tm-dept@quarles.com		
<b>Correspondent Name:</b>	Sue Hoffman		
<b>Address Line 1:</b>	411 East Wisconsin Avenue, Suite 2400		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>NAME OF SUBMITTER:</b>	Sue Hoffman		
<b>SIGNATURE:</b>	/Sue Hoffman/		
<b>DATE SIGNED:</b>	01/09/2018		
<b>Total Attachments: 5</b>			
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source=Assignment_CHSZ LLC to SZED LLC#page2.tif			
source=Assignment_CHSZ LLC to SZED LLC#page3.tif			
source=Assignment_CHSZ LLC to SZED LLC#page4.tif			

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INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment and Assumption Agreement"), dated October 31, 2017 (the "Execution Date") is by and between by and between CHSZ, LLC, a Delaware limited liability company ("Assignor"), and SZED, LLC, a Delaware limited liability company (the "Assignee"). Assignor and Assignee are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement of even date herewith (the "Contribution Agreement"), that provides for, among other things, the sale, transfer, assignment, conveyance and delivery by Assignor to Assignee of certain "Contributed Assets" (as defined in the Contribution Agreement).

WHEREAS, the Contributed Assets assigned pursuant to the Contribution Agreement constitute 100% of the "Transferred Assets" conveyed to Assignor pursuant to the Edufil Conveyance Documents (as defined in the contribution Agreement) between Edufil, Inc. and Assignor, which included a certain Intellectual Property Assignment and Assumption Agreement (Edufil) between Edufil, Inc. and Assignor dated as of January 26, 2017 (the "IP Assignment").

WHEREAS, the IP Assignment conveyed from Edufil, Inc. to Assignor all "Intellectual Property Assets" as defined in the IP Assignment (the "Intellectual Property Assets").

WHEREAS, the Intellectual Property Assets include, but are not limited to those assets listed on Exhibit A hereto (the "IP Assets Registrations").

WHEREAS, the following trademark registrations and/or applications are part of the IP Assets Registrations, which were originally filed and owned by Topia Project, LLC dba Edufil Limited Liability Company, the predecessor of Edufil, Inc.:

US TM App. No	Mark	Class/Description
85/881,693	EDUFIL (text)	IC41 "Educational services, namely, providing online instruction, training and coaching of groups and individuals in the fields of music, dance, and athletics via an online website."
85/881,710	EDUFIL (Text)	IC42 "Providing an online, non-downloadable, internet-based software application for the instruction, training and coaching of groups and individuals in the fields of music, dance, and athletics."

WHEREAS, Topia Project, LLC changed its name to Edufil, Inc. on January 7, 2014, which effectively changed the ownership of the foregoing registrations and/or applications to Edufil, Inc, which Edufil Inc., transferred to Assignor pursuant to the IP Assignment.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants and agreements contained herein and in the Contribution Agreement and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment and Assumption. As of the Effective Date, Assignor hereby sells, transfers, assigns, conveys, grants, delivers and delegates to Assignee all of Assignor's right, title, benefit, privilege and interest in, to and under all Intellectual Property Assets.

a. To the extent that any Intellectual Property Assets constitute trademarks, trade dress, service marks, or trade names, registered or unregistered (collectively, "Marks"): the entire right, title and interest worldwide, in and to any and all such marks, any and all registrations therefor including renewals thereof, any and all applications therefor and any resulting registrations therefrom, any and all applicable common law rights therein, and any and all Convention or Treaty rights therein, together with the goodwill connected with and symbolized by the Marks, including all rights to sue for all present and future infringement thereof, and all infringements occurring prior to the date of this Agreement as fully and entirely as the same would have been held by Assignor had this Agreement not been made; further authorizing and requesting the officials of any Trademark Office worldwide to issue any and all registrations resulting from the aforesaid applications for registration or any renewals thereof, when granted, to Assignee of the entire right, title and interest of Assignor in and to the same.

b. With respect to any and all trade secrets, proprietary technology, know-how, systems and related software, databases, member demographic lists, customer information and data, calendars, licenses, designs, supplier lists, customer lists, and supplier lists, whether documented or undocumented that are Intellectual Property Assets used in the Edufil business (collectively: "Proprietary Rights"): the entire right, title and interest worldwide, in and to any such Proprietary Rights, any and all shop rights therein, any and all access codes and passwords to have access to same, to reverse engineer any and all software codes relating to same, to file applications for copyright protection and/or letters patent relating to same, including all rights to sue for all present and future infringement thereof, and all infringements occurring prior to the date of this Agreement as fully and entirely as the same would have been held by Assignor had this Agreement not been made, to Assignee of the entire right, title and interest in and to the same.

c. For clarity in now event do Marks or Proprietary Rights include similar Intellectual property owned by Assignor, but not constituting Intellectual Property Assets, or used in Assignor's other business, such as those used in Assignor's "Shotzoom" business.

2. Conflict. This Assignment and Assumption Agreement is subject to all the terms, conditions and limitations set forth in the Contribution Agreement. If any provision of this Assignment and Assumption Agreement shall be construed to conflict with a provision of the Contribution Agreement, the provision of the Contribution Agreement shall be deemed to be controlling.

3. Further Assurances. From time to time after the Closing, Assignor and Assignee shall execute and deliver such additional documents, agreements, instruments, consents, assurances, powers of attorney and certificates, as may be reasonably requested by the other party or its counsel to vest in

Assignee all right, title and interest to the Intellectual Property Assets, and otherwise to carry out the purpose and intent of this Assignment and Assumption Agreement.

4. Governing Law. This Assumption Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of Law provision or rule (whether of the State of Colorado or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Colorado.

5. This Assumption Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assumption Agreement shall become effective when duly executed and delivered by each Party. Counterparty signature pages to this Assumption Agreement may be delivered by facsimile or electronic delivery (e.g., by email of a PDF signature page) and each such counterpart signature page shall constitute an original for all purposes.

[Signatures appear on following page.]

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

**Assignor:**

CHSZ, LLC., a Delaware corporation

By: Ben Addoms

Name: Ben Addoms

Title: CEO

**Assignee:**

SZED, LLC, a Delaware limited liability company

By: Ben Addoms

Name: Ben Addoms

Title: Authorized Signatory

Exhibit A

Owned Intellectual Property Assets

<u>US TM App. No</u>	<u>Mark</u>	<u>Class/Description</u>
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