

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM459759

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Edufil, Inc.		01/26/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CHSZ, LLC		
Street Address:	11101 W. 120th Avenue		
City:	Broomfield		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	Corporation: DELAWARE Limited Liability Company :Delaware		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85881710	EDUFII	
Serial Number:	85881693	EDUFII	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	414-277-5000		
Email:	tm-dept@quarles.com		
Correspondent Name:	Sue Hoffman		
Address Line 1:	411 East Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Sue Hoffman		
SIGNATURE:	/Sue Hoffman/		
DATE SIGNED:	01/29/2018		
Total Attachments: 11			
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INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (Edufil)

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment and Assumption Agreement"), dated January 26, 2017 (the "Execution Date") is made by and between CHSZ, LLC, a Delaware limited liability company, on behalf of itself, and on behalf of its Affiliates other than Assignor, as defined herein (collectively the "Assignee"), and Edufil, Inc., a Delaware corporation ("Assignor"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated January 26, 2017 (the "Purchase Agreement"), that provides for, among other things, the sale, transfer, assignment, conveyance and delivery by Assignor to Assignee of certain Intellectual Property Assets of Assignor (as defined in the Purchase Agreement).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants and agreements contained herein and in the Purchase 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. Effective as of the time immediately before the Closing, 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, as defined in the Purchase Agreement ("Intellectual Property Assets").

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

3. Further Assurances. From time to time after the Closing, Assignor will timely execute and deliver to the Assignee such instruments of sale, transfer, conveyance, assignment and delivery, and such consents, assurances, powers of attorney and other instruments, as may be reasonably requested by Assignee or its counsel in order to vest in Assignee all right, title and interest to the Intellectual Property Assets, and otherwise in order 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 counterparty 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:

EDUFII, INC., a Delaware corporation

By: 
Name: Marliou H. McFarlane
Title: CEO

Assignee:

CHSZ, LLC, a Delaware limited liability company

By: 
Name: Ben Addoms
Title: CEO

Draft Subject to Continuing Due Diligence
CONFIDENTIAL

ASSET PURCHASE AGREEMENT

DATED AS OF JANUARY 26, 2017

BY AND BETWEEN

CHSZ, LLC

AND

EDUFII, INC.

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Asset Purchase Agreement – CHSZ, LLC and EDUFII, INC.
CONFIDENTIAL INFORMATION

TRADEMARK
REEL: 006264 FRAME: 0419

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") dated as of January 26, 2017, is by and between CHSZ, LLC, a Delaware limited liability company ("Purchaser") and Edufil, Inc., a Delaware corporation ("Seller"). Purchaser and Seller are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

A. Seller is engaged in the business of providing branded mobile and web applications for skills instruction based activities to share media, data and communications for collaboration (collectively, the "Business").

B. Seller desires to sell, assign and transfer, and Purchaser desires to purchase and acquire, the Transferred Assets and Assumed Liabilities with the exception of the Excluded Assets and Excluded Liabilities, all on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the representations, warranties and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINED TERMS

1.1 **Definitions.** The following terms have the meanings specified or referred to in this Article I:

"Intellectual Property" means any intellectual or industrial property and other proprietary rights that may exist or be created under the laws of any jurisdiction throughout the world, and any applications for registration and registrations of the foregoing property or rights (whether pending, existing, abandoned or expired), including but not limited to:

(a) all registered or unregistered trademarks, service marks, trade names and general intangibles of a similar nature (including corporate names, logos, trade dress, slogans, and product names), and the goodwill associated therewith, and all rights in Internet web sites, Internet domain names, uniform resource locators, and keywords and purchased search terms;

(b) all patents and patent applications (including all original applications, divisionals, provisionals (even if expired), non-provisionals, continuations, continuations-in-part, re-examinations, extensions or reissues thereof), and all conceptions, inventions and discoveries that may be patentable;

(c) all registered and unregistered copyrights and other rights of authorship in both published and unpublished works and all moral rights therein, including all applications;

(d) all information that derives economic value from not being generally known, and any other information that is proprietary or confidential, including, but not limited to know-how, ideas, processes, documentation, information, data, customer lists, customer data, software (in both object code and source code form), systems, mobile apps, data, process technology, plans, drawings, designs, and specifications;

(e) all Internet domain names and uniform resource locators;

(f) all software and internally developed software, used both internally and externally; and

(g) all derivations of any of the foregoing (a) through (f).

"Intellectual Property Assets" means (i) all Intellectual Property owned by Seller and used in or necessary for the conduct of the Business; and (ii) all licenses, sublicenses and other agreements by or through which other Persons, including Seller's Affiliates, grant Seller exclusive or non-exclusive rights or interests in or to any Intellectual Property that is used in or necessary for the Business.

"Intellectual Property Registrations" means all Intellectual Property Assets that are subject to any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names and copyrights, issued and reissued patents and pending applications for any of the foregoing.

Transferred Assets Section 2.1

**ARTICLE 2
PURCHASE AND SALE OF TRANSFERRED ASSETS AND ASSUMED LIABILITIES²**

2.1 Purchase and Sale of Transferred Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase from Seller, free and clear of any Encumbrances, all of Seller's right, title and interest in, to and under all of the assets, properties and rights of every kind and nature, whether, real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired (other than the Excluded Assets), which relate to, or are used or held for use in connection with, the Business (collectively, the "Transferred Assets"), including the following:

(c) all Intellectual Property Assets, including all customer data, both individual and aggregate and all derivations thereof, and including all Intellectual Property Assignment Agreements and all of Seller's rights thereunder;

4.9 Intellectual Property.

(a) Schedule 4.9(a) lists all (i) Intellectual Property Assets; and (ii) Intellectual Property Registrations, that are known and easily specifiable by Seller. Any Intellectual Property Assets or Intellectual Property Registrations not listed on Schedule 4.9(a) will still be transferred to Purchaser pursuant to Section 2.1(c) of this Agreement. All required filings and fees related to the Intellectual Property Registrations have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars, and all Intellectual Property Registrations are otherwise in good standing. Seller has provided Purchaser with accurate and complete file histories, documents, certificates, office actions, correspondence and other materials related to all Intellectual Property Registrations.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed as of the date on the cover page hereto.

PURCHASER:

CHSZ, LLC

By: Ben Addoms
Name: Ben Addoms
Title: CEO

SELLER

EDUFIL, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed as of the date on the cover page hereto.


PURCHASER:

CHSZ, LLC

By: _____
Name: _____
Title: _____

SELLER

EDUFIL, INC., a Delaware corporation

By:  _____
Name: Marlou H. McFarlane
Title: CEO

Schedule 4.9(a): Owned Intellectual Property Assets

List all (i) Intellectual Property Assets; and (ii) Intellectual Property Registrations.

Marketing/Product

US TM APP. NO.	MARK	CLASS/DESCRIPTION
85/881,693	EDUFII (Text)	IC 41 "Education and training, namely, providing a digital platform for the instruction, training and coaching of groups and individuals in the fields of music, dance, and athletics."
85/881,710	EDUFII (Text)	IC 42 "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."

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Asset Purchase Agreement – CHSZ, LLC and EDUFII, INC.
CONFIDENTIAL INFORMATION

Signature Page