

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463475

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EDGENUITY INC.		03/24/2017	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	RENZULLI LEARNING, LLC		
Street Address:	15 OLD FARM ROAD		
City:	WOODBIDGE		
State/Country:	CONNECTICUT		
Postal Code:	06525		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3285949	RENZULLI	
Registration Number:	4352852	RENZULLI LEARNING	
Registration Number:	4097927	RENZULLI LESSON LIBRARY	
Registration Number:	4216693	RENZULLI PROFILER	
CORRESPONDENCE DATA			
Fax Number:	8602782179		
<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:	(860) 256-6300		
Email:	GSPUCHES@ROGINLAW.COM		
Correspondent Name:	GREGORY J. SPUCHES		
Address Line 1:	185 ASYLUM STREET, 22ND FLOOR		
Address Line 4:	HARTFORD, CONNECTICUT 06103-3460		
NAME OF SUBMITTER:	GREGORY J. SPUCHES		
SIGNATURE:	/GREGORY J. SPUCHES/		
DATE SIGNED:	02/27/2018		
Total Attachments: 6			
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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT made as of this ²⁴ day of March, 2017 (the "Agreement"), by and among Edgenuity Inc., a Nevada corporation which maintains its place of business at 8860 East Chaparral Road, Scottsdale, Arizona 85250 ("Seller"), and Renzulli Learning, LLC, a Delaware limited liability company which maintains its place of business at 15 Old Farm Road, Woodbridge, Connecticut 06525 ("Purchaser").

WITNESSETH:

WHEREAS, Seller is the present owner of the rights to an educational software system known as the Renzulli Learning System (the "Business"); and

WHEREAS, Purchaser has reached an agreement with Seller, as set forth herein, with respect to the sale by Seller, and the purchase by Purchaser, of substantially all of the assets used in connection with Seller's operation of the Business.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Purchase of Assets.

(a) Purchased Assets. At the closing referred to in Section 2 of this Agreement, Seller shall sell, convey, transfer, assign and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from Seller, free and clear of all liens, pledges, security interests and other encumbrances whatsoever, the following assets (collectively, the "Purchased Assets"):

(i) the original Renzulli Learning software (the "Software");

(ii) the Source Code for the School Edition of the Renzulli Learning software;

(iii) all intangible assets of Seller used in connection with the operations of the Renzulli Learning System, including, without limitation, all trade names (including, without limitation, the trade name "Renzulli Learning"), assumed names, trademarks, brands, copyrights, patents and servicemarks, and all other technology, trade secrets, know-how and processes owned by Seller and used exclusively in connection with the operations of the Renzulli Learning System, as well as all applications in respect of any of the foregoing and all derivatives thereof, together with all goodwill associated therewith (the "Intellectual Property");

hereby irrevocably agrees, on behalf of such party and on behalf of such party's heirs, successors and assigns, that all claims in respect of such action or proceeding shall be heard and determined in such courts.

(b) In any action or proceeding arising out of or related to this Agreement, the court shall award the prevailing party such party's reasonable fees and expenses, including attorneys' fees, associated with such action or proceeding.


17. **Termination.** This Agreement may be terminated prior to the Closing (i) upon mutual written agreement of Seller on the one hand, and Purchaser on the other hand, (ii) by either Seller on the one hand, or Purchaser on the other hand, upon providing written notice of termination if the Closing has not occurred by April 30, 2017 for any reason, provided that the terminating party shall not have materially breached any of its/his/her obligations hereunder, or (iii) by either Seller on the one hand, or Purchaser on the other hand, if the other party materially breaches any of its/his/her obligations hereunder and such breach remains uncured for a period of fourteen (14) days after receiving written notice to cure from the non-breaching party.

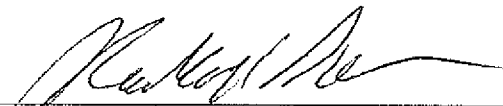
18. **Confidentiality.** The parties hereto agree that the terms of this Agreement and the Ancillary Agreements shall be kept confidential and not disclosed to any third party other than its/his/her legal and financial advisors who are bound by the same confidentiality provisions of this Section, without the prior written consent of the other parties hereto, except if required by applicable law. The parties hereto further acknowledge and agree that if prior to, or during the term of or at any time after termination or expiration of this Agreement they have received or may be given access to or become acquainted with "Confidential Information" (as such term is defined below) of the other parties they shall not, either during or after the term of this Agreement, use or disclose, directly or indirectly, to anyone other than such party's authorized agents or representatives who are bound by the same confidentiality provisions of this Section, any financial information or data, budgets, plans, customer/vendor list(s), pricing or revenue information, company policies or other confidential or proprietary materials of any kind or nature in any way related to such party, its business affairs or operations ("Confidential Information"); provided, however, that nothing in this Section shall be deemed to limit or restrict Purchaser's use and disclosure of Confidential Information relating to the Purchased Assets or the Business after the Closing Date.

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

SELLER:
EDGENUITY INC.

PURCHASER:
RENZULLI LEARNING, LLC

By: 
David Alderslade, its Chief Financial
Officer, duly authorized

By: 
Michael N. DiMauro, a Manager, duly
authorized

By: Joseph S. Renzulli
Joseph S. Renzulli, a Manager, duly
authorized

By: Sally M. Reis
Sally M. Reis, a Manager, duly authorized

EXHIBIT 9(a)(ii)

BILL OF SALE

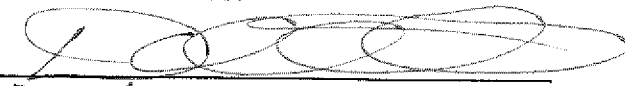
KNOW ALL MEN BY THESE PRESENTS, that EDGENUITY INC., a Nevada corporation ("Seller"), which maintains its place of business at 8860 East Chaparral Road, Scottsdale, Arizona 85250, for \$1.00 and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver to Renzulli Learning, LLC, a Delaware limited liability company ("Purchaser"), all of the right, title and interest of Seller in and to all of the Purchased Assets, as such term is defined in the Asset Purchase Agreement between Edgenuity Inc., and Purchaser, dated March 24, 2017.

Seller hereby warrants that it has good and marketable title to all of the Purchased Assets, that it has the sole right to grant, bargain, sell, convey, assign, transfer, set over and deliver the Purchased Assets, and that all of the Purchased Assets are free and clear of all liens, pledges, encumbrances, counterclaims and rights of set-off of any nature whatsoever.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale on the 24. day of March, 2017.

EDGENUITY INC.

by:


DAVID PERSLAGE, its CEO

TRADEMARK

REEL: 006279 FRAME: 0848

EXHIBIT 9(a)(iii)

EDGENUITY INC.

OFFICER'S CERTIFICATE

DAVID AUGERUSAJE, being the duly elected Secretary of Edgenuity Inc., a Nevada corporation (the "Corporation"), hereby certifies that (i) all of the assets of the Corporation with respect to its business are presently located in Maricopa County, State of Arizona; (ii) the principal place of business of the Corporation is presently, and always has been, located in Maricopa County, State of Arizona; and (iii) any and all security interests in the assets of the Corporation with respect to its business has been perfected under the corporate names "Edgenuity Inc.," "Education 2020, Inc.," "E2020," or "CompassLearning, Inc."

In Witness Whereof, I have hereunto set my hand this 24 day of March, 2017.



Title: CFO

EXHIBIT 9(a)(iv)


CLOSING CERTIFICATE OF
EDGENUITY INC.

David Augerson, the duly elected CEO of Edgenuity Inc. (the "Corporation"), hereby certifies, on behalf of the Corporation, and in his capacity as an officer of the Corporation, that all of the representations and warranties of Seller contained in the Asset Purchase Agreement between the Corporation and Purchaser dated as of March __, 2017, are true and correct on and as of the date hereof.

IN WITNESS WHEREOF, the undersigned has set his hand this 24 day of March, 2017.

EDGENUITY INC.

by:


David Augerson, its CEO