

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466484

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900440552		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zulama, Inc.		02/01/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EMC Publishing, LLC		
Street Address:	875 Montreal Way		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55102		
Entity Type:	Limited Liability Company: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5104619	ZULAMA	
CORRESPONDENCE DATA			
Fax Number:	10017		
<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:	212-907-7300		
Email:	ejaffe@golenbock.com		
Correspondent Name:	Elizabeth A. Jaffe		
Address Line 1:	711 Third Avenue		
Address Line 2:	17th floor		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Elizabeth A. Jaffe		
SIGNATURE:	/Elizabeth A. Jaffe/		
DATE SIGNED:	03/21/2018		
Total Attachments: 5			
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EXHIBIT C

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is being delivered on February 1, 2018, by Zulama, Inc., a Delaware corporation ("Seller"), to EMC Publishing, LLC, a Minnesota limited liability company ("Buyer"), pursuant to that certain Asset Purchase Agreement, dated the date hereof (the "Purchase Agreement"), by and between Seller and Buyer. Capitalized terms used and not otherwise defined herein have the meanings ascribed to such terms in the Purchase Agreement.

Seller, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby irrevocably assign, transfer and convey unto Buyer, its successors and assigns, free and clear of all liens, claims, encumbrances, restrictions and limitations, all right, title and interest, in perpetuity, whether now known or hereafter created, throughout the universe, in and to any and all of the trademarks, trade dress, service marks and trade names, whether registered or unregistered, in which Seller possesses any rights and/or ownership interests, including, without limitation, all of the trademarks, service marks and trade names registered, or the subject of an application for registration, in the United States Patent and Trademark Office, as listed on Schedule A annexed hereto, together with any and all renewals and extensions thereof (collectively, the "Trademarks"), together with all goodwill attendant to and/or symbolized by all such Trademarks, along with (to the fullest extent permitted by law) any and all claims for past infringement, and the right to initiate suit and obtain damages and other forms of relief, both legal and equitable, arising from infringement, misappropriation or other violation, whether prior to or subsequent to the date hereof, of any of the Trademarks, or of any proprietary or other rights in any or all the Trademarks.

TO HAVE AND TO HOLD the aforementioned properties, assets and rights unto Buyer, its successors and assigns, to and for its use forever.

Seller shall promptly, upon the request of Buyer and/or any of its successors and assigns, execute such other documents and/or instruments of assignment, transfer and conveyance as Buyer and/or any of its successors and assigns may reasonably request to permit Buyer or any of its successors or assigns to record the assignment covered by this Assignment or any other documents which Buyer or any of its successors or assigns may reasonably deem necessary, appropriate or desirable to evidence or effectuate the terms or intent of this Assignment. Without limiting the foregoing, Seller hereby irrevocably appoints Buyer and each of Buyer's successors and assigns, and each of the officers of any of them, signing singly, as attorney-in-fact with full power (and coupled with an interest), with full power of substitution, to be the true and lawful attorney of Seller, in the name, place and stead of Seller, to execute, acknowledge, swear to and file all documents (including but not limited to any instruments of assignment, transfer and/or conveyance) and to take all actions which Buyer deems necessary, appropriate or desirable to evidence or effectuate the intent of this Assignment.

This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without reference to the choice of law principles thereof that would result in the application of the substantive laws of another jurisdiction. Any litigation arising out of or related to or in connection with this Assignment shall be tried by the United States District Court for the District of Delaware, located in Wilmington, Delaware or in the Chancery Court or any of the other state courts of Delaware located in New Castle County, Delaware, it being further understood that Buyer shall also be entitled to require that any litigation in which Buyer or any successor or assign thereof seeks to obtain equitable relief be tried in the Chancery Court of Delaware or in such other jurisdiction and venue as Buyer deems appropriate (each

an “Equity Jurisdiction”). Each party hereto irrevocably consents to and confers personal jurisdiction on the United States District Court for the District of Delaware, located in Wilmington, Delaware, and on the state courts of Delaware sitting in New Castle County, Delaware and, if applicable as provided above, on such Chancery Court and any other Equity Jurisdiction, and expressly waives any objection to the venue of any such court, as the case may be, and agrees that service of process may be made on such party by mailing a copy of the pleading or other document by registered or certified mail, return receipt requested, to its address for the giving of notice provided for in Section 11(a) of the Purchase Agreement, with service being deemed made five (5) Business Days after the giving of such notice. Each party hereto hereby irrevocably waives, to the fullest extent such party may legally and effectively do so, (i) any objection such party may have to the laying of venue of any suit, action or proceeding arising out of or relating to or in connection with this Assignment in any court referred to above or, if applicable, any Equity Jurisdiction, and (ii) the defense of an inconvenient forum to the maintenance of such suit, action or proceeding in any such court or, if applicable, in any Equity Jurisdiction

IF LITIGATION IS BROUGHT TO ENFORCE THIS ASSIGNMENT, BUYER AND SELLER KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY. THE PARTIES HERETO AGREE THIS PROVISION IS A MATERIAL INDUCEMENT TO THE PARTIES’ ENTERING INTO THIS ASSIGNMENT.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Execution and delivery of this Assignment by delivery of a facsimile or electronically recorded copy (including a .pdf file) bearing a copy of the signature of a party shall constitute a valid and binding execution and delivery of this Assignment by such party. Such copies shall constitute enforceable original documents.

[remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, Seller has caused this Assignment to be duly executed as of the date first written above.

ZULAMA, INC.

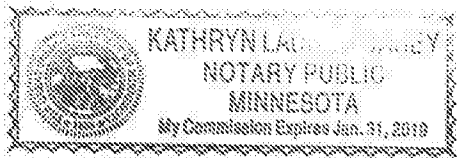
By: [Signature]
Name: Nikki Navta
Title: President

ACKNOWLEDGEMENT

State of Minnesota
~~Commonwealth of Pennsylvania~~)
County of ~~Allegheny~~ Scott) ss:

On the 1st day of February in the year 2018, before me, the undersigned, personally appeared Nikki Navta personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that, by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public



[Signature Page to Assignment of Trademarks]

Acknowledged and Accepted by Buyer:

EMC PUBLISHING, LLC

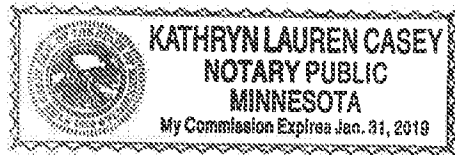
By: Michael Demakos
Name: Michael J. Demakos
Title: Division President

ACKNOWLEDGEMENT

State of Minnesota
County of Scott) ss:

On the 1st day of February in the year 2018, before me, the undersigned, personally appeared Michael Demakos personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that, by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public



[Signature Page to Assignment of Trademarks]

Schedule A

Registered Trademarks

Title	Serial No.	Registration Status	Registration No.	Owner
ZULAMA	87027491	Registered	5104619	Zulama, Inc.

Unregistered Trademarks

The name "Zulama Modern Learning" has been used in advertising and in the Zulama logo by Seller.