

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471513

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Teacher Synergy Inc. | | 05/05/2014 | Corporation: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Teacher Synergy LLC | | |
| Street Address: | 111 East 18th Street | | |
| Internal Address: | 11th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10003 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78953891 | TEACHERS PAY TEACHERS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4153584975 | | |
| <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: | 4153913311 | | |
| Email: | trademark@rcjlawgroup.com | | |
| Correspondent Name: | Benjamin A. Costa | | |
| Address Line 1: | 12 Geary Street | | |
| Address Line 2: | Suite 701 | | |
| Address Line 4: | San Francisco, CALIFORNIA 94108 | | |
| ATTORNEY DOCKET NUMBER: | TEACHERS PAY TEACHERS (78) | | |
| NAME OF SUBMITTER: | Benjamin A. Costa | | |
| SIGNATURE: | /BC/ | | |
| DATE SIGNED: | 04/26/2018 | | |
| Total Attachments: 4 | | | |
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OP \$40.00 78953891

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into as of May 5, 2014 ("Effective Date"), by and between Teacher Synergy Inc. d/b/a Teachers Pay Teachers, a New York corporation ("Assignor"), and Teacher Synergy LLC, a Delaware limited liability company ("Assignee"). All capitalized terms used but not otherwise defined in this Assignment shall have the meanings ascribed to them in that certain Contribution Agreement dated as of May 5, 2014, by and among Assignor, Teacher Synergy, Inc., a Texas corporation and wholly owned subsidiary of Assignor, TPT Holdco, LLC, a Delaware limited liability company, Assignee, Paul Edelman and Dawn Edelman (the "Contribution Agreement") or that certain Unit Purchase Agreement to be entered into following the consummation of the transactions contemplated by the Contribution Agreement, by and among TPT Investor, LLC, Assignor, Paul Edelman, Dawn Edelman and TPT Holdco, LLC (the "Unit Purchase Agreement").

WHEREAS, pursuant to the Contribution Agreement, Assignor agreed, as a contribution of capital to Assignee, to transfer, convey, assign and deliver to Assignee all of its right, title and interest in and to, among other things, the Company Intellectual Property, including but not limited to the items described on Schedule A attached hereto; and

WHEREAS, the parties hereto desire to further evidence and confirm the assignment of the Company Intellectual Property to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration as contemplated by the Contribution Agreement, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally and equitably bound, hereby agree as follows:

1. Assignment. Effective as of 12:00 a.m. (Eastern Standard Time) on the Effective Date, Assignor hereby irrevocably transfers, conveys, assigns and delivers to Assignee, and Assignee hereby accepts, Assignor's entire right, title, interest, benefits, privileges and goodwill in and to the Company Intellectual Property in the United States and elsewhere, including but not limited to: (i) income, royalties, claims for damages, profits, and costs and damages and payments due or payable at the Effective Date or thereafter with respect to the Company Intellectual Property (including damages and payments for any past, current, or future infringements or misappropriations of the Company Intellectual Property); (ii) rights to sue, recover, and collect for any past, present, or future infringements or misappropriations of the Company Intellectual Property; and (iii) corresponding rights that, now or hereafter, may be secured throughout the world with respect to the Company Intellectual Property.
2. Relationship with the Contribution Agreement. Assignee hereby acknowledges that Assignor make no express or implied representations or warranties with respect to the Company Intellectual Property being conveyed hereby except as specifically set forth in the Unit Purchase Agreement or the Contribution Agreement. Nothing in this Assignment shall be deemed to supersede, enlarge or modify any of the provisions of the Unit Purchase Agreement or the Contribution Agreement. Nothing expressed or implied in this Assignment is intended to confer upon any person, other than the parties hereto, and their respective successors or assigns, any rights, remedies, obligations, or liabilities under or by reason of this Assignment.

3. Assignment Interpretation. The parties hereby acknowledge and agree that the transfer and assignment called for in this Assignment should be interpreted broadly to include all tangible and intangible assets, information, goodwill, and rights, including proprietary and intellectual property rights, owned or controlled by Assignor (including its employees) required or desirable for the complete transfer to Assignee of all right, title and interest in and to the Company Intellectual Property.
4. Authorization to Record. Assignor agrees that this Assignment 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 regarding the subject matter hereof, as well as constituting proof of the right of Assignee or its successors, assigns, or nominees to apply for patent, copyright, trademark, or design or other protection for the Company Intellectual Property. The assignment contained in this Assignment shall also be sufficient evidence of the transfer to Assignee of the Company Intellectual Property and may be submitted to the Copyright Office or the Patent and Trademark Office of the United States (or any similar offices throughout the world) as evidence of Assignee's ownership.
5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).
6. Counterparts. This Assignment may be executed in counterparts (including by facsimile or optically-scanned electronic mail attachment), each of which shall be deemed to be original, but all of which together shall constitute one and the same instrument.
7. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed by the signature of their duly authorized officers as of the date above first written.

ASSIGNOR:

TEACHER SYNERGY INC.,
a New York corporation

By: Paul Edelman
Name: Paul Edelman
Title: President

ASSIGNEE:

TEACHER SYNERGY LLC,
a Delaware limited liability company

By: Teacher Synergy Inc.,
its sole member

By: Paul Edelman
Name: Paul Edelman
Title: President

SCHEDULE A

Company Intellectual Property

The items in this Schedule A are indicative, and are not an exhaustive list, of all Company Intellectual Property.

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| TEACHERS PAY TEACHERS, United States Patent and Trademark Office Reg. No. 3/356,399, issued on December 18, 2007. | Registered Trademark |
| https://www.facebook.com/TeachersPayTeachers | Registered Facebook Page |

SCHEDULE A