

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM472039

<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>
Sundance Childcare LLC		04/29/2016	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nobel Learning Communities, Inc.		
<b>Street Address:</b>	1615 West Chester Pike		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	West Chester		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19382		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4292348	XPLOR	
<b>Registration Number:</b>	4292353	XPLOR	
<b>Registration Number:</b>	4292355	THE WHOLE CHILDHOOD JOURNEY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	267-468-7961		
<b>Email:</b>	lgenovese@kassgen.com		
<b>Correspondent Name:</b>	Laura A. Genovese K & G Law LLC		
<b>Address Line 1:</b>	602 S. Bethlehem Pike, Bldg. B		
<b>Address Line 4:</b>	Ambler, PENNSYLVANIA 19002		
<b>NAME OF SUBMITTER:</b>	Laura A. Genovese		
<b>SIGNATURE:</b>	/Laura A. Genovese/		
<b>DATE SIGNED:</b>	05/01/2018		
<b>Total Attachments: 8</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated April 29, 2016, is entered into by and among Sundance Childcare LLC, a Texas limited liability company (“Sundance”), Parkwood Hill Childcare, LLC, a Texas limited liability company (“Parkwood”), Rhodes Childcare, LLC, a Texas limited liability company (“Rhodes”), Stonebridge Childcare, LLC, a Texas limited liability company (“Stonebridge”), Midwest Childcare Development, LLC, a Texas limited liability company (“Midwest”), Milby Properties LLC, a Texas limited liability company (“Milby”), Sundance Castle Hills, Ltd., a Texas limited partnership (“Sundance Castle”), Sundance Crystal Falls, Ltd., a Texas limited partnership (“Sundance Crystal”), Sundance Sam Bass, LLP, a Texas limited partnership (“Sam Bass” and together with Sundance, Parkwood, Rhodes, Stonebridge, Midwest, Milby, Sundance Castle and Sundance Crystal, collectively, “Assignors”), and Nobel Learning Communities, Inc., a Delaware corporation (“Assignee”).

### BACKGROUND

Pursuant to that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of April 29, 2016, by and among Assignee, Assignors, the Equityholders and the Representative, Assignors have agreed to sell, convey, transfer, and irrevocably assign and deliver to Assignee their entire right, title and interest in, to and under all of the Business Intellectual Property owned by Assignors, as well as the Business Intellectual Property rights licensed by Assignors, including the assets listed in Schedule 4.17(a)(i) of the Purchase Agreement (collectively, the “Acquired Intellectual Property”).

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. Assignors do hereby sell, convey, transfer, and irrevocably assign and deliver to Assignee, free and clear of all Encumbrances, all of Assignors’ right, title and interest in, to and under the Business Intellectual Property other than the Shared Systems, including, but not limited to:

a. copyrights, including, unregistered copyrights, copyright applications and registrations, mask work rights, computer software, computer systems and related proprietary documentation, data and databases, and copyrightable works and all renewals and extensions of any registered rights therein (collectively, the “Copyrights”) included in the Acquired Intellectual Property, and further including any and all (i) renewal rights in respect of such Copyrights, (ii) rights to obtain registrations of such Copyrights in the United States and throughout the world, and (iii) rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee’s sole name;

b. trademark rights, including trademarks, trademark applications and registrations, trade names, corporate and company names, service marks, service mark applications and registrations, URL addresses and URL address applications, logos, slogans and all goodwill associated with the foregoing (collectively, the “Trademarks”)

included in the Acquired Intellectual Property, including but not limited to, those Trademarks listed on Exhibit A attached hereto, and further including any and all (i) renewal rights in respect of such Trademarks, (ii) rights to obtain registrations of such Trademarks in the United States and throughout the world, and (iii) rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name;

c. patent rights, including patents, patent applications, patent disclosures and patentable inventions (collectively, the "Patents") included in the Acquired Intellectual Property, and further including any and all (i) rights in any divisional, continuation, continuation-in-part, reexamination, or reissue thereof, (ii) rights to obtain patent or equivalent protection therein in the United States and throughout the world, and (iii) rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name;

d. trade secret rights, including trade secrets, whether common law or statutory, customer and supplier lists, inventions, inventor's work papers and notebooks, formulae, processes, procedures, methods, specifications, research and development in progress, designs and all other proprietary information and similar intangible rights of Assignors, including any and all (i) rights therein to sue and recover any and all damages and profits or seek injunctive relief, and (ii) rights therein to obtain any and all other remedies, for past, present or future misappropriations or violations thereof, all in Assignee's sole name; and

e. rights in domain names, including but not limited to, those domain names listed on Exhibit B attached hereto, including the use of domain names, and all renewals thereof, including without limitation all rights therein accruing under the applicable law of any jurisdiction, international treaties and conventions included in the Acquired Intellectual Property, and rights therein to obtain any and all remedies, for past, present or future misappropriations or violations thereof, all in Assignee's sole name.

### **FURTHER UNDERTAKINGS**

2. Assignors shall cooperate with Assignee in any action Assignee reasonably requests that Assignors take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignors' obligations hereunder, including the execution of any instruments and papers that are necessary or desirable, in Assignee's reasonable discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Acquired Intellectual Property.

### **GENERAL**

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Purchase Assets are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein and shall survive the execution and delivery of this IP Assignment in accordance with the terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the

terms hereof, the terms of the Purchase Agreement shall govern. Neither the making nor the acceptance of this IP Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular item of Acquired Intellectual Property shall restrict, impair, reduce, expand or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon any of them by the terms of the Purchase Agreement, including the representations and warranties and other provisions contained therein.

4. Entire Agreement. This IP Assignment and the Purchase Agreement contain the entire agreement of the parties hereto with respect to the subject matter of this IP Assignment. No prior agreement or understanding pertaining to any such matter shall be effective.

4. Assignment. This IP Assignment may be assigned by Assignee in accordance with the provisions of the Purchase Agreement.

5. Binding Effect. This IP Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their permitted successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IP Assignment.

6. No Amendment. This IP Assignment may not be amended, modified or supplemented except by an instrument in writing signed by, or on behalf of, the parties.

7. Governing Law. This IP Assignment shall be governed by, and construed in accordance with, the Laws of the State of Texas applicable to contracts executed in and to be performed in that state without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Texas.

8. Severability. If any provision of this IP Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

9. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement and any rules of construction set forth in the Purchase Agreement shall apply to this IP Assignment.

10. Counterparts; Execution by Electronic Means. This IP Assignment may be executed in two (2) or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. The reproduction of signatures by means of facsimile device or other electronic means shall be treated as though such reproductions are executed originals.

*(Signature pages to follow)*

IN WITNESS WHEREOF, each of the parties hereto have caused this Intellectual Property Assignment Agreement to be duly executed on the date first above written.

**ASSIGNOR:**

SUNDANCE CHILDCARE LLC

By: James D. Mills  
Name: JAMES D. MILLS  
Title: MANAGER

PARKWOOD HILL CHILDCARE, LLC

By: James D. Mills  
Name: JAMES D. MILLS  
Title: MANAGER

RHODES CHILDCARE, LLC

By: James D. Mills  
Name: JAMES D. MILLS  
Title: MANAGER

STONEBRIDGE CHILDCARE, LLC

By: James D. Mills  
Name: JAMES D. MILLS  
Title: MANAGER

MIDWEST CHILDCARE DEVELOPMENT, LLC

By: James D. Mills  
Name: JAMES D. MILLS  
Title: MANAGER

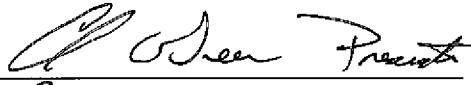
MILBY PROPERTIES LLC

By: James D. Mills  
Name: JAMES D. MILLS  
Title: MANAGER

[Signature Page to IP Assignment Agreement]


SUNDANCE CASTLE HILLS, LTD.

By: Sthenos Construction, Inc., General Partner

By:   
Name: *Carl E Green*  
Title: *President*


SUNDANCE CRYSTAL FALLS, LTD.

By: Sthenos Construction, Inc., General Partner

By:   
Name: *Carl E Green*  
Title: *President*

SUNDANCE SAM BASS, LTD.

By: Sthenos Construction, Inc., General Partner

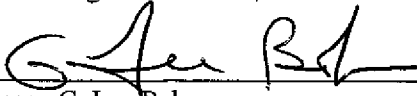
By:   
Name: *Carl E Green*  
Title: *President*

*[Signature page continues]*

*[Signature Page to IP Assignment Agreement]*

**ASSIGNEE:**

Nobel Learning Communities, Inc.

By:   
Name: G. Lee Bohs  
Title: Senior Vice President, Corporate  
Development


*[Signature Page to IP Assignment Agreement]*

**TRADEMARK**  
**REEL: 006374 FRAME: 0768**



**EXHIBIT A**

**TRADEMARKS**

<b><u>Country</u></b>	<b><u>Mark</u></b>	<b><u>Appln. No./ Reg. No.</u></b>	<b><u>Filing Date/ Registration Date</u></b>	<b><u>Class</u></b>
US	XPLOR	85/673,201 4,292,348	07/10/2012 02/19/2013	43
US	XPLOR and Design 	85/673,224 4,292,353	07/10/2012 02/19/2013	43
US	THE WHOLE CHILDHOOD JOURNEY	85/673,236 4,292,355	07/10/2012 02/19/2013	43

**EXHIBIT B**

**DOMAIN NAMES**

**[www.xplortoday.com](http://www.xplortoday.com)**