

7/20/2018

w-ptas-101/ptasweb/PrintImages.aspx?appname=Examine&reqid=17646814&folderid=1&from=1&to=1

900458934 07/19/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482529

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Houghton Mifflin Harcourt Publishing Company		03/22/2018	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Paxen Publishing, LLC		
Street Address:	2194 Highway A1A, Suite 208		
City:	Indian Harbour Beach		
State/Country:	FLORIDA		
Postal Code:	32937		
Entity Type:	LLC		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76005851	SKILLSTUTOR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(617)351-3267		
Email:	Vicki.Garbe@hnhco.com		
Correspondent Name:	David Eber		
Address Line 1:	125 High Street		
Address Line 4:	Boston, MASSACHUSETTS 02492		
NAME OF SUBMITTER:	William Bayers		
SIGNATURE:	/William Bayers/		
DATE SIGNED:	07/19/2018		
Total Attachments: 3			
source=Trademark Assignment (Executed)#page1.tif			
source=Trademark Assignment (Executed)#page2.tif			
source=Trademark Assignment (Executed)#page3.tif			

CH \$40.00 76005851

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is executed as of March 22, 2018 by Houghton Mifflin Harcourt Publishing Company, a Massachusetts corporation ("Seller"), for the benefit of Paxen Publishing, LLC, a Florida limited liability company ("Buyer"). Seller and Buyer are together referred to herein as the "Parties".

RECITALS

WHEREAS, simultaneously with the execution and delivery of this Assignment, the Parties are entering into an Asset Purchase Agreement (the "Purchase Agreement"); and

WHEREAS, this Assignment is being executed and delivered incident to the closing of the transactions contemplated by the Purchase Agreement;

NOW, THEREFORE, in consideration of the covenants and agreements contained in this Assignment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller, by its execution of this Assignment, and Buyer, by its acceptance of this Assignment, agree as follows:

1. Assignment. Seller hereby assigns to Buyer all of Seller's right, title and interest in and to the trademark registration listed on Schedule A hereto and the trademark which is the subject thereof, including the goodwill of the business connected with the use of, and symbolized by, said mark.

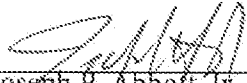
2. Terms of Purchase Agreement. The representations, warranties, covenants and agreements contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

3. Governing Law. This Assignment and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Assignment, or the negotiation, execution or performance of this Assignment (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in connection with this Assignment or as an inducement to enter into this Assignment) shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Florida.

[SIGNATURE PAGE TO FOLLOW]

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

**HOUGHTON MIFFLIN HARCOURT
PUBLISHING COMPANY**

By: 
Name: Joseph P. Abbott, Jr.
Title: EVP and Chief Financial Officer

SCHEDULE A

United States trademark registration number 2672669 for SKILLSTUTOR.