

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485292

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900450338

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SEK Enterprises LLC	FORMERLY WriteSteps LLC	05/11/2018	Limited Liability Company: MICHIGAN

RECEIVING PARTY DATA

Name:	VKidz Holdings Inc.
Street Address:	6300 N 1st Ave #203
City:	Fort Lauderdale
State/Country:	FLORIDA
Postal Code:	33334
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	87696538	WRITESTEPS

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 954 357 1150
Email: info@learningcity.com
Correspondent Name: Lin Feinberg
Address Line 1: 6300 NE 1st Ave #203
Address Line 4: Fort Lauderdale, FLORIDA 33334

NAME OF SUBMITTER:	Suzanne E Klein
SIGNATURE:	/Suzanne E. Klein/
DATE SIGNED:	08/08/2018

Total Attachments: 5

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ASSET PURCHASE AGREEMENT

BY AND AMONG

~~**WRITESTEPS, LLC,**~~

SUZANNE KLEIN

AND

VKIDZ HOLDINGS INC.

October 16, 2017

SEK ENTERPRISES LLC

Reflects name change after sale

S. Klein

05/11/2018

This version of the Purchase Agreement includes only those pages pertinent to the USPTO assignment of the WriteSteps trademark and goodwill to VKidz Holdings Inc. the buyer of WriteSteps LLC assets.

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2.9 Permits and Licenses. The Company has, and is in compliance in all material respects with, all permits, licenses, certifications, franchises and other authorizations necessary for the conduct of the Business, and all such permits, licenses, certifications, franchises and other authorizations are valid and in full force and effect in all material respects.

2.10 Intellectual Property.

(a) Schedule 2.10 sets forth a complete and accurate list of: (i) all issued, registered or applied for Intellectual Property that is owned or exclusively licensed to the Company (including Internet domain names); (ii) all proprietary software owned by the Company; (iii) all software that is exclusively licensed to the Company; and (iv) any other forms of Intellectual Property that the Company owns or exclusively licenses, including Intellectual Property posted by the Company on third party social networks.

(b) The Company owns and possesses all right, title and interest in or to or has the right to use, pursuant to a valid and enforceable written license agreement, all Intellectual Property used or held for use in, or otherwise necessary for, the operation of the Business as currently conducted and as currently proposed to be conducted, free and clear of all liens, claims and encumbrances of any kind (collectively, the "Company Intellectual Property"). All of the Company Intellectual Property is valid, subsisting and enforceable. All of the Company Intellectual Property shall be owned or available for use by the Buyer immediately after the Closing on terms and conditions substantially similar to those under which the Company owned or used the Company Intellectual Property immediately prior to the Closing.

(c) The computer systems, including software, owned, leased or licensed by the Company in the conduct of the Business (the "Company Systems") are sufficient for the immediate needs of the Business as it is currently conducted. In the last twelve (12) months, there has not been any material failure with respect to any of the Company Systems that has not been remedied or replaced in all material respects. The Company has taken reasonable actions to protect the security and integrity of the Company Systems and the data stored or contained therein or transmitted thereby, including procedures preventing unauthorized access and the introduction of a virus and the taking and storing on-site and off-site of back-up copies of critical data. There have been no unauthorized intrusions or breaches of the security of the Company Systems.

(d) For the purposes of this Agreement "Intellectual Property" shall mean any and all of the following in any jurisdiction throughout the world: (i) all inventions (whether or not patentable or reduced to practice), all improvements thereto, and all patents and patent applications, together with all reissues, continuations, continuations-in-part, revisions, divisionals, extensions and reexaminations in connection therewith; (ii) ~~all trademarks,~~ service marks, designs, logos, slogans, trade dress, business names, Internet domain names and all other indicia of origin, all applications, registrations and renewals in connection therewith, and all ~~goodwill~~ associated with any of the foregoing; (iii) all works of authorship (whether or not copyrightable), copyrights, applications, registrations and renewals in connection therewith; (iv) trade secrets, know-how, technologies, techniques, algorithms, methods, data, architectures, designs, layouts, plans, specifications, ideas, research and development and confidential information; (v) software (including source code, executable code, systems, network tools, data,

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

BUYER:

VKIDZ HOLDINGS INC.

By: _____

Name:

Title:


John Edelman
President

COMPANY:

WRITESTEPS, LLC

By: _____

Name: Suzanne Klein

Title: Chief Executive Officer

OWNER:

Suzanne Klein

[Signature Page to Asset Purchase Agreement]

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

BUYER:

VKIDZ HOLDINGS INC.

By: _____
Name:
Title:

COMPANY:

WRITESTEPS, LLC

By: Suzanne Klein
Name: Suzanne Klein
Title: Chief Executive Officer

OWNER:

Suzanne Klein
Suzanne Klein

[Signature Page to Asset Purchase Agreement]