

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488539

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Association of Independent Schools, Inc.		05/05/2017	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Education Brands, LLC		
Street Address:	14488 Old Stage Rd.		
City:	Lenoir City		
State/Country:	TENNESSEE		
Postal Code:	37772		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3798933	SSS	
CORRESPONDENCE DATA			
Fax Number:	8655234478		
<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:	865-546-4305		
Email:	mbradford@luedeka.com		
Correspondent Name:	Michael J. Bradford		
Address Line 1:	P. O. Box 1871		
Address Line 4:	Knoxville, TENNESSEE 37901		
ATTORNEY DOCKET NUMBER:	74006.M1		
NAME OF SUBMITTER:	Michael J. Bradford		
SIGNATURE:	/Michael J. Bradford/		
DATE SIGNED:	09/04/2018		
Total Attachments: 5			
source=74006m1-topto-20180904-Assignment-executed#page1.tif			
source=74006m1-topto-20180904-Assignment-executed#page2.tif			
source=74006m1-topto-20180904-Assignment-executed#page3.tif			
source=74006m1-topto-20180904-Assignment-executed#page4.tif			

OP \$40.00 3798933

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “IP Assignment”) is dated as of May 5, 2017, by and between Education Brands, LLC, a Delaware limited liability company (the “Assignee”), and National Association of Independent Schools, Inc., a Massachusetts corporation (the “Assignor”). All capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), by and between the Assignee and the Assignor, the Assignor agreed to, among other things, sell, convey, transfer, assign and deliver to the Assignee all of the Assignor’s right, title, and interest in and to all Seller Owned IP, including the Seller Registered IP specified on Schedule A hereto (collectively, the “Assigned IP”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. The Assignor hereby sells, conveys, transfers, assigns and delivers to the Assignee, and the Assignee hereby acquires and accepts from the Assignor, all of the Assignor’s right, title, and interest in, to, and under the Assigned IP, including, without limitation, all goodwill associated therewith and all rights of action and remedies for past, present and future infringements of any of the Assigned IP, in each case, free and clear of all Liens (other than Permitted Encumbrances), the same to be held and fully enjoyed by the Assignee, its successors, assigns and other legal representatives.

2. Further Assurances. The Assignor shall execute and deliver any and all instruments and documents and take such further actions as may be necessary or reasonably requested by the Assignee to document and record with the appropriate authorities the aforesaid assignment and transfer, including all steps that may be reasonably necessary to effect the foregoing assignment and transfer of the Domain Names specified on Schedule A hereto in accordance with the domain name transfer procedures of any applicable domain name registrar and registry.

3. Recordation. The Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks of the United States of America, the Register of Copyrights of the United States of America, and any other applicable Governmental Authority, issue or transfer the Trademarks, Patents and Copyrights (as applicable) specified on Schedule A to the Assignee, as assignee of the entire right, title and interest therein or otherwise as the Assignee may direct. The Assignee shall have the right to record this IP Assignment with all applicable Government Authorities so as to perfect its ownership of the Assigned IP.

4. Successors and Assigns. This IP Assignment shall bind and inure to the benefit of the Assignee and the Assignor and their respective successors and permitted assigns.

5. Governing Law. All matters relating to or arising out of this IP Assignment or the transactions contemplated hereby (whether sounding in contract, tort or otherwise) shall be governed and construed in accordance with the internal Laws of the State of Delaware applicable to contracts made and wholly performed within such State, without regard to any applicable

conflicts of law principles that would result in the application of the Laws of any other jurisdiction.

6. No Third Party Beneficiaries. The terms and provisions of this IP Assignment are intended solely for the benefit of the parties hereto and their respective successors and permitted assigns, and it is not the intention of the parties to confer third party beneficiary rights, and this IP Assignment does not confer any such rights, upon any other Person.

7. Counterparts. This IP Assignment may be executed in any number of counterparts via facsimile or otherwise and either party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this IP Assignment by facsimile transmission or email in portable document format (.pdf) shall be effective as delivery of a manually executed counterpart of this IP Assignment. This IP Assignment shall become binding when one or more counterparts taken together shall have been executed and delivered by the parties.

8. Amendments. This IP Assignment may not be changed, amended, modified, discharged or terminated in any manner other than by an agreement in writing signed by the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed and delivered as of the date first written above.

ASSIGNEE: EDUCATION BRANDS, LLC

By: 
Name: Ross Croley
Title: Chief Executive Officer

ASSIGNOR: NATIONAL ASSOCIATION OF INDEPENDENT SCHOOLS, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed and delivered as of the date first written above.

ASSIGNEE: EDUCATION BRANDS, LLC

By: _____

Name: Ross Croley

Title: Chief Executive Officer

ASSIGNOR: NATIONAL ASSOCIATION OF
INDEPENDENT SCHOOLS, INC.

By:  _____

Name: Donna Orem

Title: President

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 006429 FRAME: 0035

Schedule A

Trademarks

Jurisdiction	Trademark	Application No.	Registration No.
United States	SSS	77-842,268	3798933

Copyrights

None

Domain Names

Domain Name	Expiration Date
sssconference.org	April 19, 2018

Patents

None