

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM491574

<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>
Joan P. Wenk		09/12/2018	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ELA Creative Playrooms Holdings, LLC		
<b>Street Address:</b>	505 Fifth Avenue, Floor 24		
<b>Internal Address:</b>	c/o Safanad Inc.		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4447356	CREATIVE PLAYROOMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127288111		
<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>	212 728 8000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Spencer Simon c/o Willkie Farr & Gallagher		
<b>Address Line 1:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	125154.00001 SS		
<b>NAME OF SUBMITTER:</b>	Spencer F. Simon		
<b>SIGNATURE:</b>	/Spencer F. Simon/		
<b>DATE SIGNED:</b>	09/26/2018		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made and entered into as of September 12, 2018 ("Effective Date") by and between Joan P. Wenk, an individual ("Assignor"), and ELA Creative Playrooms Holdings, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of May 17, 2018 by and between Assignor, Assignee and the other Persons party thereto (as amended on July 19, 2018, the "Purchase Agreement"; capitalized terms used but not defined herein shall have the meaning ascribed therein), Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, all of Assignor's right, title and interest in and to the Acquired Assets; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee the trademarks set forth on Schedule A hereto (the "Assigned Trademarks").

NOW, THEREFORE, for good and valuable consideration, including a portion of that set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee agree as follows:

1. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee and its successors and assigns Assignor's entire right, title and interest in and to (i) the Assigned Trademarks, including all common-law rights therein or related thereto and the goodwill of the business symbolized thereby, together with (ii) the right to apply for and obtain registrations and renewals for the foregoing, and (iii) the right to bring any action, claim or proceeding for the infringement, misappropriation, dilution or unauthorized use of any of the foregoing accruing or occurring at any time prior to, on or after the Effective Date and to retain all monies and proceeds therefrom ((i) through (iii) collectively, the "Assigned Rights").

2. Assignee shall hold the Assigned Rights for its and its successors' and assigns' enjoyment, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. All representations, warranties and indemnities with respect to the Assigned Rights shall be applied solely as set forth in the Purchase Agreement, and none are contained in this Assignment.

3. Assignor agrees to execute, at any time and from time to time upon the request and expense of Assignee, such additional documents as Assignee reasonably requests to register and otherwise give full effect to the rights of Assignee under this Assignment in and to the Assigned Rights worldwide, including all documents necessary to record in the name of Assignee the assignment of the Assigned Trademarks with the United States Patent and Trademark Office or successor offices.

4. Nothing in this Assignment shall alter any liability or obligation of the Parties hereto arising under the Purchase Agreement. In the event of a conflict between the

terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern.

5. This Assignment shall be construed and interpreted in accordance with the laws of the State of Delaware.

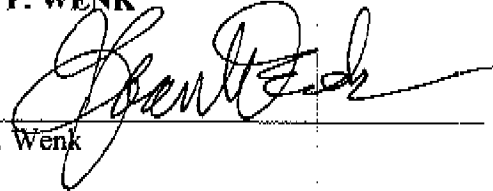
6. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by both parties hereto.

7. This Assignment may be signed in counterparts (including by facsimile or PDF), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Trademark Assignment Agreement to be duly executed by their respective authorized representatives as of the date first set forth above.

**JOAN P. WENK**



Joan P. Wenk

[Trademark Assignment Agreement]

**ELA CREATIVE PLAYROOMS HOLDINGS,  
LLC**

By: EL Academies, Inc., its sole member

By:   
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Name: Ronald Packard

Title: Chief Executive Officer

[Trademark Assignment Agreement]

**TRADEMARK  
REEL: 006445 FRAME: 0154**

Schedule A

Assigned Trademarks

<b>Trademark</b>	<b>Registration No.</b>	<b>Jurisdiction</b>	<b>Registration Date</b>
Creative Playrooms	4447356	United States	December 10, 2013

Schedule A