

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM492733

<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>
School Family Media, Inc.		09/28/2018	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SFMTL, LLC		
<b>Street Address:</b>	100 Stonewall Blvd.		
<b>Internal Address:</b>	Suite 3		
<b>City:</b>	Wrentham		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02093		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3974015	BACK2SCHOOL	
<b>Registration Number:</b>	5250336	HEALTHY SCHOOL KIDS	
<b>Registration Number:</b>	5245357	PARENT EXPRESS EMAIL	
<b>Registration Number:</b>	2536371	PTOTODAY	
<b>Registration Number:</b>	3952902	SCHOOL FAMILY MEDIA	
<b>Registration Number:</b>	3155301	FAMILY MOVIE NIGHT	
<b>Registration Number:</b>	4249016	SCHOOL FAMILY NIGHTS	
<b>Registration Number:</b>	3459953	JUMP IN!	
<b>Registration Number:</b>	3468484	VOLUNTEER BUILDER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129847700		
<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>	312-372-2000		
<b>Email:</b>	lpdocketmwe@mwe.com, jmikulina@mwe.com, sawolff@mwe.com		
<b>Correspondent Name:</b>	Jennifer M. Mikulina		
<b>Address Line 1:</b>	444 West Lake Street		
<b>Address Line 2:</b>	Suite 4000		

CH \$240.00 3974015

<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-5058
<b>NAME OF SUBMITTER:</b>	Jennifer Mikulina
<b>SIGNATURE:</b>	/Jennifer Mikulina/
<b>DATE SIGNED:</b>	10/04/2018
<b>Total Attachments: 6</b> source=SMFTL Trademark Assignment (Execution)#page1.tif source=SMFTL Trademark Assignment (Execution)#page2.tif source=SMFTL Trademark Assignment (Execution)#page3.tif source=SMFTL Trademark Assignment (Execution)#page4.tif source=SMFTL Trademark Assignment (Execution)#page5.tif source=SMFTL Trademark Assignment (Execution)#page6.tif	

**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Trademark Assignment") is effective as of September 28, 2018 and is between School Family Media, Inc., a Massachusetts corporation (the "Assignor") and SFMTL, LLC, a Delaware limited liability company (the "Assignee").

**RECITALS**

A. The Assignor is the owner of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

B. Pursuant to the terms of that certain Asset Purchase Agreement dated as of the date hereof by and among the Assignor, the Assignee and certain other parties thereto (the "Purchase Agreement"), the Assignor has agreed to transfer all right, title and interest in and to the Marks to the Assignee;

C. In connection with the Purchase Agreement, the Assignor has agreed to transfer substantially all of the assets of the business to which the Marks relate, and that such business is ongoing; and

D. The Assignor desires to assign all right, title and interest in and to the Marks to the Assignee and the Assignee desires to acquire the Marks.

**AGREEMENTS**

For the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns, all right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of the Assignor's business to which the Marks pertain, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations

resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

4. Upon request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or requested by the Assignee to vest full title in and to the Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce the Marks. Assignor hereby authorizes the Assignee, and does hereby make, constitute and appoint the Assignee, and its officers, agents, successors and assigns with full power of substitution as the Assignor's true and lawful attorney-in-fact, with power, in the Assignee's own name or the name of the Assignor, to execute any such further papers; provided, that the Assignee shall not execute any such further papers unless the Assignor has failed to do so within five (5) business days of the Assignee's delivery to the Assignor of a written request therefor.

5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

6. This Trademark Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

7. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

\* \* \* \* \*

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

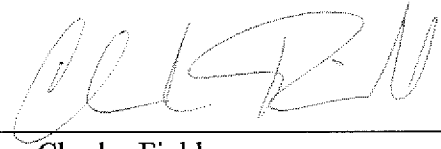
**ASSIGNOR:**

**SCHOOL FAMILY MEDIA, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

**SFMTL, LLC**

By:  \_\_\_\_\_  
Name: Charles Field  
Title: Chief Executive Officer, President and Secretary

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

**ASSIGNOR:**

**SCHOOL FAMILY MEDIA, INC.**

**ASSIGNEE:**

**SFMTL, LLC**

By: John Driscoll  
Name: John Driscoll  
Title: President

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Assignment]

**TRADEMARK**  
**REEL: 006449 FRAME: 0966**

## SCHEDULE A

### Trademark Applications and Registrations

No.	Trademark	Serial No. (Filing Date)	Registration No. (Registration Date)	Owner
1.	Back2School	85/152,905 (October 14, 2010)	3,974,015 (June 7, 2011)	School Family Media, Inc.
2.	Healthy School Kids	87/271,536 (December 16, 2016)	5,250,336 (July 25, 2017)	School Family Media, Inc.
3.	Parent Express Email	87/271,537 (December 16, 2016)	5,245,357 (July 18, 2017)	School Family Media, Inc.
4.	PTOToday	76/252,532 (May 4, 2001)	2,536,371 (February 5, 2002)	School Family Media, Inc.
5.	School Family Media	85/152,542 (October 14, 2010)	3,952,902 (April 26, 2011)	School Family Media, Inc.
6.	Family Movie Night	76/624,633 (December 14, 2004)	3,155,301 (October 10, 2006)	School Family Media, Inc.
7.	School Family Nights	85/496030 (December 15, 2011)	4,249,016 (November 27, 2012)	School Family Media, Inc.
8.	Jump In!	76/672049 (January 31, 2007)	3,459,953 (July 8, 2008)	School Family Media, Inc.
9.	Volunteer Builder	76/672,052 (January 31, 2007)	3,468,484 (July 15, 2008)	School Family, Media, Inc.

### Common Law Trademarks

1. PTO Today Finance Manager
2. PTOToday Live Expo for PTO & PTA Leaders
3. PTOToday Live
4. PTOTodayPlus
5. SchoolFamilyMedia - Building the Bridge Between Parents and Schools.
6. SchoolFamilyMedia - Marketing Solutions Group
7. TeacherLists
8. TeacherLists - The School Supply List Solution
9. Homeroom MOM

10. PTOToday Helping Parent Leaders Make School Great
11. PTOToday The School Family Connection
12. SchoolFamily.com – Your go to guide for school success