

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496639

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kantola Productions, LP		09/27/2018	Limited Partnership: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Kantola Training Solutions, LLC		
Street Address:	55 Sunnyside Avenue		
City:	Mill Valley		
State/Country:	CALIFORNIA		
Postal Code:	94941		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5208658	KANTOLA TRAINING SOLUTIONS	
Registration Number:	2260417	KANTOLA PRODUCTIONS, LLC	
Serial Number:	88058561	KANTOLA PRODUCTIONS, LP	
CORRESPONDENCE DATA			
Fax Number:	2132897727		
<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:	2134262623		
Email:	meason@goodwinlaw.com		
Correspondent Name:	Michele Eason/Goodwin Procter LLP		
Address Line 1:	601 S Figueroa St 41st Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	134149.279105		
NAME OF SUBMITTER:	Michele A. Eason		
SIGNATURE:	/s/ Michele A. Eason		
DATE SIGNED:	11/02/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 27th day of September, 2018, by and between Kantola Productions, LP, a limited partnership organized and existing under the laws of California, and having a usual place of business at 55 Sunnyside Ave, Mill Valley, CA 94941 ("Assignor") and Kantola Training Solutions, LLC, a limited liability company organized and existing under the laws of Delaware, and having a usual place of business at 55 Sunnyside Ave, Mill Valley, CA 94941 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase and Contribution Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of all or substantially all of the assets of a going business; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Signature page to follow]

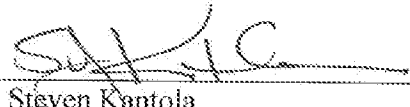
Trademark Assignment

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR:

Kantola Productions, L.P.
a California limited partnership

By: Kantola GP, LLC,
a California limited liability company

By: 
Name: Steven Kantola
Title: Manager

ASSIGNEE:

Kantola Training Solutions, LLC,
a Delaware limited liability company

By: _____
Name: Sarah Rowell
Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR:

Kantola Productions, LP,
a California limited partnership

By: Kantola GP, LLC,
a California limited liability company

By: _____
Name: Steven Kantola
Title: Manager

ASSIGNEE:

Kantola Training Solutions, LLC,
a Delaware limited liability company

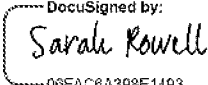
By:  _____
Name: Sarah Rowell
Title: Chief Executive Officer

Exhibit A

Marks

Mark	Jurisdiction	Application No. & Date	Registration No. & Date
Kantola Training Solutions	United States	87,195,791; 10-06-2016	5,208,658, May 23, 2017
Kantola Productions, LLC	United States	75,357,449; 9-15-1997	2,260,417; July 13, 1999
Kantola Productions, LP	United States	88,058,561; 7-30-2018	Pending