

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM496627

|   |  |                       |                     |
|---|--|-----------------------|---------------------|
| <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>  |
| OXFORD LEARNING CENTRES, INC.   |  | 11/01/2018            | Corporation: CANADA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                     |
| <b>Name:</b>  | BLUE CRAYON INC.                                   |                       |                     |
| <b>Street Address:</b>  | 747 Hyde Park Rd., Suite 230                       |                       |                     |
| <b>City:</b>  | London, Ontario                                    |                       |                     |
| <b>State/Country:</b>   | CANADA   |                       |                     |
| <b>Postal Code:</b>   | N6H3S3   |                       |                     |
| <b>Entity Type:</b>   | Corporation: CANADA                                |                       |                     |
| <b>PROPERTY NUMBERS Total: 4</b>  |  |                       |                     |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                     |
| <b>Registration Number:</b>   | 2763437  | BEYOND TUTORING       |                     |
| <b>Registration Number:</b>   | 3052615  | VOWEL MOUNTAIN        |                     |
| <b>Registration Number:</b>   | 3228979  | SHOEBOX PHONICS       |                     |
| <b>Registration Number:</b>   | 3658954  | WAY BEYOND TUTORING   |                     |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                     |
| <b>Fax Number:</b>  | 3152338320   |                       |                     |
| <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>   | 3152338300   |                       |                     |
| <b>Email:</b>   | jstevens@burrandbrown.com                          |                       |                     |
| <b>Correspondent Name:</b>  | Kevin C. Brown                                     |                       |                     |
| <b>Address Line 1:</b>  | P.O. Box 869                                       |                       |                     |
| <b>Address Line 4:</b>  | Fayetteville, NEW YORK 13066                       |                       |                     |
| <b>NAME OF SUBMITTER:</b>   | Janet M. Stevens                                   |                       |                     |
| <b>SIGNATURE:</b>   | /Janet M. Stevens/                                 |                       |                     |
| <b>DATE SIGNED:</b>   | 11/02/2018   |                       |                     |
| <b>Total Attachments: 4</b>   |  |                       |                     |
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| source=Assignment 2 - Oxford Learning to Blue Crayon#page2.tif  |  |                       |                     |

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## TRADEMARK ASSIGNMENT

This Trademark Assignment is made as of November 1, 2018 by and between OXFORD LEARNING CENTRES, INC. ("ASSIGNOR"), a Canada corporation residing at 747 Hyde Park Rd., Suite 230 London, Ontario CANADA N6H3S3, and BLUE CRAYON INC. ("ASSIGNEE"), a Canada corporation residing at 747 Hyde Park Rd., Suite 230 London, Ontario CANADA N6H3S3.

**WHEREAS**, ASSIGNOR is the sole and exclusive owner (subject to a license to G.B. Tokani, Inc., sub-licenses previously granted by G.B. Tokani, Inc., and any new sub-licenses granted by G.B. Tokani, Inc., each discussed herein) of the trademark registrations listed in Schedule A attached hereto, and the goodwill associated therewith;

**WHEREAS**, ASSIGNEE is desirous of acquiring the entire right, title and interest in, to and under the trademark registrations listed in Schedule A attached hereto (subject to the license to G.B. Tokani, Inc., sub-licenses previously granted by G.B. Tokani, Inc., and any new sub-licenses granted by G.B. Tokani, Inc., each discussed herein), and the goodwill associated with the marks in those registrations; and

**WHEREAS**, ASSIGNOR wishes to convey to ASSIGNEE its entire right, title and interest in, to and under the trademark registrations listed in Schedule A attached hereto (subject to the license to G.B. Tokani, Inc., sub-licenses previously granted by G.B. Tokani, Inc., and any new sub-licenses granted by G.B. Tokani, Inc., each discussed herein), and the goodwill associated with the marks in those registrations;

**NOW, THEREFORE**, in consideration of and in exchange for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, all of ASSIGNOR'S right, title and interest in, to and under trademark registrations listed in Schedule A attached hereto, and the goodwill associated with the marks in those registrations, and all applications, registrations and renewals for said marks, including the right to recover damages, for any past, present or future infringement, misappropriation and/or dilution of the marks, the same to be held and enjoyed by ASSIGNEE, for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives, to the end

of the term and all renewals thereof, as the same would have been held and enjoyed by ASSIGNOR, if this assignment, sale and transfer had not been made.

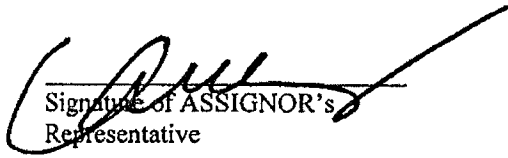
ASSIGNOR and ASSIGNEE acknowledge [1] the existence of a license (previously granted by ASSIGNOR to G.B. Tokani, Inc., which survives the present Assignment, [2] the existence of sub-licenses previously granted by G.B. Tokani, Inc. to franchisees, which survive the present Assignment, and [3] the likelihood that G.B. Tokani, Inc. will grant future new sub-licenses to franchisees, and ASSIGNEE acknowledges that it is familiar with the same (i.e., [1], [2] and [3] of this paragraph), and ASSIGNOR hereby covenants that no other assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with the present Assignment.

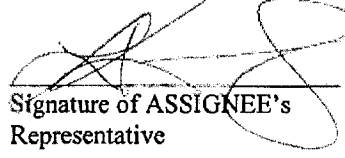
ASSIGNOR further covenants that upon request by ASSIGNEE (or its successors, assigns or other legal representatives), ASSIGNOR will promptly provide ASSIGNEE (or its successors, assigns or other legal representatives) with all pertinent facts and documents relating to the trademark registrations listed in Schedule A attached hereto, as may be known and accessible to ASSIGNOR, and ASSIGNOR will testify as to the same in any litigation or proceeding related thereto, and ASSIGNOR will promptly execute and deliver to ASSIGNEE (or its successors, assigns or other legal representatives) any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce the trademark registrations listed in Schedule A attached hereto.

ASSIGNOR hereby authorizes and requests the U.S. Patent and Trademark Office to record ASSIGNEE as the owner of the mark.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Trademark Assignment to be executed by duly authorized representatives on the date first shown above.

OXFORD LEARNING CENTRES, INC.: BLUE CRAYON INC.:

  
Signature of ASSIGNOR's  
Representative

  
Signature of ASSIGNEE's  
Representative

Lenka Whitehead  
Name:

Lynne Kellinger  
Name:

President  
Title:

G. E.O.  
Title:

**SCHEDULE A**

| U.S. Reg. No. | Mark                |
|---------------|---------------------|
| 2,763,437     | BEYOND TUTORING     |
| 3,052,615     | VOWEL MOUNTAIN      |
| 3,228,979     | SHOEBOX PHONICS     |
| 3,658,954     | WAY BEYOND TUTORING |