

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503511

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quad Learning, Inc.		10/31/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wellspring International Education, LLC		
Street Address:	1240 Meadow Lane		
Internal Address:	suite 200 D2		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4917233	AMERICAN HONORS	
Registration Number:	4917207		
Registration Number:	4567260	QUAD	
Registration Number:	4647917	QUAD	
Registration Number:	4651617	QUAD LEARNING	
CORRESPONDENCE DATA			
Fax Number:	6308336855		
<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:	6304806151		
Email:	bhaney@ghulaw.com		
Correspondent Name:	Robert Haney		
Address Line 1:	340 W. Butterfield Road		
Address Line 2:	Suite 2A		
Address Line 4:	Elmhurst, ILLINOIS 60126		
NAME OF SUBMITTER:	Robert Haney		
SIGNATURE:	/Robert Haney/		
DATE SIGNED:	12/27/2018		

OP \$140.00 4917233

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made as of October 31, 2018, (the "Effective Date"), by and between Quad Learning, Inc., a Delaware corporation (the "Assignor"), and Wellspring International Education, L.L.C., an Illinois limited liability company, (the "Assignee").

RECITALS

WHEREAS, Assignor is the registered owner of the following marks that are registered in the United States Patent and Trademark Office (collectively, the "Marks"):

- 1) Registration No. 4917233, Serial No. 86495972, dated March 15, 2016;
- 2) Registration No. 4917207, Serial No. 86494493, dated March 15, 2016;
- 3) Registration No. 4567260, Serial No. 86115078, dated July 15, 2014;
- 4) Registration No. 4647917, Serial No. 86115069, dated December 2, 2014; and
- 5) Registration No. 4651617, Serial No. 86113660, dated December 9, 2014.

WHEREAS, Assignee acquired substantially all of the assets of Assignor pursuant to that certain Asset Purchase Agreement dated October 31, 2018 by and between Assignor and Assignee (the "Asset Purchase Agreement").

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee wishes to acquire all of Assignor's rights in the Marks as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

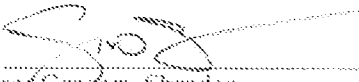
1. The Assignor hereby conveys, transfers, and assigns to the Assignee all of the Assignor's right, title, and interest of whatever kind in the Marks, together with:
 - a. the goodwill of the business relating to the products and services on which the Marks are used and for which the Marks are registered;
 - b. all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; and
 - c. all rights to sue for past, present and future infringement or misappropriations of the Marks.
2. The Assignor further covenants that it will take all actions that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest in the Marks and their related property. Assignee shall pay any fees required to secure, complete, or vest the Assignee with full right, title, and interest in the Marks.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor and Assignee have duly executed this Assignment, as of the day and year first above written.

ASSIGNOR:

WELLSPRING INTERNATIONAL
EDUCATION, LLC.
an Illinois limited liability company

By: 
Name: Gregory Shrader
Its: Manager

ASSIGNEE:

QUAD LEARNING, INC.
a Delaware corporation

By: 
Name: LeRoy Pingho
Its: CEO

[Signature Page to Trademark Assignment Agreement]