

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498667

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clear Pond Technologies, Inc.		07/12/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Scenario Learning, LLC		
Doing Business As:	Vector Solutions		
Street Address:	4890 W. Kennedy Blvd.		
Internal Address:	Suite 300		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33609		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4278279	TEACHPOINT	
CORRESPONDENCE DATA			
Fax Number:	8132270498		
<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:	813-227-7401		
Email:	mmason@trenam.com		
Correspondent Name:	Monica B. Mason, Esq./Trenam Law		
Address Line 1:	101 E. Kennedy Blvd.		
Address Line 2:	Suite 2700		
Address Line 4:	Tampa, FLORIDA 33602		
NAME OF SUBMITTER:	Monica B. Mason, Esq.		
SIGNATURE:	/monica b. mason/		
DATE SIGNED:	11/17/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT FOR RECORDING

This TRADEMARK ASSIGNMENT AGREEMENT FOR RECORDING ("**Trademark Assignment For Recording**"), effective as of the 12th day of July, 2017, is made by and between **CLEAR POND TECHNOLOGIES, INC.** ("**Seller**"), a Delaware corporation, in favor of **SCENARIO LEARNING, LLC d/b/a VECTOR SOLUTIONS** ("**Buyer**"), an Ohio limited liability company.

WHEREAS, under the terms of an Assignment of Trademark Agreement dated July 12, 2017, Seller has conveyed, transferred, and assigned to Buyer certain intellectual property of Seller, including all rights, title and interest in and to the Assigned Trademarks as defined herein, and has agreed to execute and deliver this Trademark Assignment Agreement For Recording for filing with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions worldwide.

NOW THEREFORE, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignment. In consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, grants, conveys, transfers, and assigns, or confirms as the case may be, to Buyer, its successors and assigns, and Buyer hereby accepts, all of Seller's rights, title, and interest in the United States and the world, in and to the following (collectively, the "**Assigned Trademarks**"), including, without limitation, all federal, state, foreign, statutory and common law rights, and all trademark, copyright, intellectual property rights and moral rights, in and to the Assigned Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark and service mark set forth on Schedule 1 hereto, whether registered or unregistered;

(b) the trademark and service mark registration set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof, all registrations and applications for registration of the Assigned Trademarks; the right to apply for any of the foregoing Assigned Trademarks in the United States Patent and Trademark Office and throughout the world; and, similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to any such law;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) all licenses and similar contractual rights with respect to any of the foregoing granted by Seller to any third party ("**Licenses**");

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Florida Department of State, the Commissioner for Trademarks in the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions worldwide, to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and

expense, Seller shall take such additional steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Assignment of Trademark Agreement. The parties hereto acknowledge and agree that this Trademark Assignment Agreement For Recording is entered into pursuant to the Assignment of Trademark Agreement dated July 12, 2017, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Assignment of Trademark Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Assignment of Trademark Agreement and the terms hereof, the terms of the Assignment of Trademark Agreement shall govern.

4. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

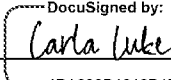
5. Counterparts; Electronic Signature. This Trademark Assignment For Recording may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment For Recording delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment For Recording.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment For Recording and the transactions contemplated hereby shall exclusively be governed by, and construed in accordance with, the laws of the State of Florida, located in Hillsborough County, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction). Each Party irrevocably agrees that any action, suit or proceeding brought concerning or relating to this Agreement shall only be brought in the courts in Hillsborough County, Florida, or in the U. S. District Court for the Middle District of Florida, Tampa Division.

IN WITNESS WHEREOF, Seller and Buyer have duly executed and delivered this Trademark Assignment Agreement For Recording as of the date first written above.

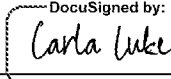
[SIGNATURE PAGE TO FOLLOW]

CLEAR POND TECHNOLOGIES, INC.
(“Seller”)

By:  _____
Name: Carla Luke
Title: CFO

AGREED TO AND ACCEPTED:

SCENARIO LEARNING, LLC
d/b/a VECTOR SOLUTIONS
(“Buyer”)

By:  _____
Name: Carla Luke
Title: CFO

SCHEDULE 1

ASSIGNED TRADEMARK/SERVICE MARK AND REGISTRATION:

Trademark/Service Mark:

TEACHPOINT

Trademark/Service Mark Registration – United States Patent and Trademark Office:

Registration No. 4,278,279
Mark: TEACHPOINT
Registration Date: January 22, 2013
International Classes 009, 042