

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500953

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
K-12 Dynamics, Inc.		12/03/2018	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Certica Solutions, Inc.		
Street Address:	301 Edgewater Place		
Internal Address:	Suite 110		
City:	Wakefield		
State/Country:	MASSACHUSETTS		
Postal Code:	01880		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5208547	K-12 DYNAMICS	
CORRESPONDENCE DATA			
Fax Number:	6178327000		
<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:	617-832-3018		
Email:	ustrademark@foleyhoag.com		
Correspondent Name:	Joshua Jarvis		
Address Line 1:	155 Seaport Blvd.		
Address Line 2:	Foley Hoag LLP		
Address Line 4:	Boston, MASSACHUSETTS 02210-2600		
ATTORNEY DOCKET NUMBER:	35307.00003		
NAME OF SUBMITTER:	Joshua Jarvis		
SIGNATURE:	/joshuajarvis/		
DATE SIGNED:	12/06/2018		
Total Attachments: 4			
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OP \$40.00 5208547

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of December 3, 2018, is entered into by and between K-12 Dynamics, Inc., a Texas corporation, having an address of Suite 450, 8300 FM 1960 West, Houston, Texas 77070 ("Assignor"), and Certica Solutions, Inc., a Delaware corporation, having an address of Suite 110, 301 Edgewater Place, Wakefield, Massachusetts 01880 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated of even date herewith ("Purchase Agreement"); capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the rights, title and interest of Assignor in and to the Trademarks, including, without limitation, the Trademarks described on Schedule A attached hereto, and the goodwill of the business symbolized thereby;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Assignor does hereby sell, transfer, assign and convey unto Assignee, all of its right, title and interest in and to the Trademarks, together with (i) the registrations of the Trademarks, (ii) the goodwill of the business symbolized by and associated with the Trademarks and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademarks or the registration thereof or such associated goodwill. Assignor does further consent to the recordation of this Assignment with any governmental agency.

Assignor agrees, without further consideration, to execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to Assignee the right, title and interest conveyed herein, and to take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments covering the Trademarks in a form acceptable for recordation in both the United States Patent and Trademark Office and the corresponding entity or agency in any applicable foreign country.

This Assignment is subject to all the terms and conditions of the Purchase Agreement. This Assignment does not modify the terms of the Purchase Agreement. Each of the parties, by their execution of this Assignment, hereby acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any party under the Purchase Agreement shall be deemed to be enlarged, reduced, modified or altered in any way by this instrument. In the event of a conflict or controversy between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

[Remainder of Page Intentionally Left Blank]

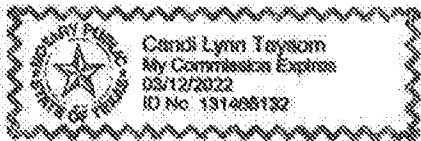
The foregoing assignment is hereby made as of the 3rd day of December, 2018.

K-12 DYNAMICS, INC.

By: Traci Clarke
Name:
Title:

STATE OF Texas
COUNTY OF Kaufman

SUBSCRIBED AND SWORN to before me on this 3rd day of December, 2018, appeared Traci Clarke, the person who signed this instrument, who acknowledged that he/she is the President of K-12 Dynamics, Inc. and that being duly authorized he/she signed such instrument as a free act on behalf of K-12 Dynamics, Inc.



Carol Lynn Taysom
Notary Public

My Commission Expires: 3-12-2022

The foregoing assignment is accepted as of the ___ day of January, 2011.

CERTICA SOLUTIONS, INC.

By: _____
Name:
Title:

STATE OF _____
COUNTY OF _____

SUBSCRIBED AND SWORN to before me on this ___ day of _____, 2011, appeared _____, the person who signed this instrument, who acknowledged that he/she is the/a _____ of Certica Solutions, Inc., and that being duly authorized he/she signed such instrument as a free act on behalf of Certica Solutions, Inc.

Notary Public

My Commission Expires:

The foregoing assignment is hereby made as of the _____ day of December, 2018.

K-12 DYNAMICS, INC.

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 2018, appeared _____, the person who signed this instrument, who acknowledged that he/she is the _____ of K-12 Dynamics, Inc. and that being duly authorized he/she signed such instrument as a free act on behalf of K-12 Dynamics, Inc.

Notary Public
My Commission Expires: _____

The foregoing assignment is accepted as of the 3rd day of December, 2018.

CERTICA SOLUTIONS, INC.

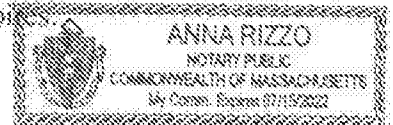
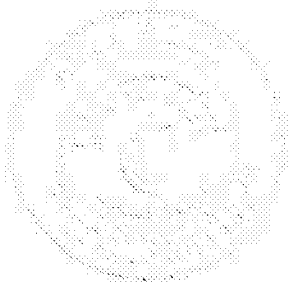
By: [Signature]
Name: Kenneth Hale
Title: Chief Financial Officer

STATE OF MA
COUNTY OF Middlesex

SUBSCRIBED AND SWORN to before me on this 3rd day of December, 2018, appeared Kenneth Hale, the person who signed this instrument, who acknowledged that he/she is the/a CFO of Certica Solutions, Inc., and that being duly authorized he/she signed such instrument as a free act on behalf of Certica Solutions, Inc.

[Signature]
Notary Public

My Commission Expires 7/15/2022



SCHEDULE A

TRADEMARKS

Trademark	Country	File Date	File No.	Reg. Date	Reg. No.
K-12 Dynamics	USA	9/20/2016	87189987	5/23/2017	5,208,547

Schedule A to Trademark Assignment Agreement
B4897028.1