

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509352

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NCS PEARSON, INC.		01/01/2019	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	MULTI-HEALTH SYSTEMS INC.		
Street Address:	3770 Victoria Park Avenue		
City:	TORONTO, ON		
State/Country:	CANADA		
Postal Code:	M2H3M6		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2381623	CMS CHILDREN'S MEMORY SCALE	
Registration Number:	2400007	CMS CHILDREN'S MEMORY SCALE	
CORRESPONDENCE DATA			
Fax Number:	2123707889		
<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:	212-370-1300		
Email:	PTO@EGSLLP.COM		
Correspondent Name:	JENNIFER D. SILVERMAN		
Address Line 1:	1345 AVENUE OF THE AMERICAS, 11TH FLOOR		
Address Line 2:	ELLENOFF GROSSMAN & SCHOLE LLP		
Address Line 4:	NEW YORK, NEW YORK 10105		
ATTORNEY DOCKET NUMBER:	13446.000		
NAME OF SUBMITTER:	Jennifer D. Silverman		
SIGNATURE:	/Jennifer D. Silverman/		
DATE SIGNED:	02/08/2019		
Total Attachments: 5			
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Assignment and Assumption

**INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT
OF THE CHILDREN'S MEMORY SCALE (CMS)**

This Intellectual Property Assignment Agreement ("**IP Assignment**"), dated as of January 1, 2019, is made by NCS Pearson, Inc. ("**Seller**"), a Minnesota Corporation, 5601 Green Valley Drive, Bloomington, MN 55437 ("**Seller**") and Multi-Health Systems Inc., a Canadian corporation, located at 3770 Victoria Park Ave. Toronto, Ontario, M2H 3M6, Canada ("**Buyer**") the purchaser of the Author Agreement Children's Memory Scale (CMS) by Morris Cohen, Ed.D., dated April 13, 1992 and as amended pursuant to a, Asset Purchase Agreement between Buyer and Seller, dated as of January 1, 2019 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment and Assumption;

NOW THEREFORE, [Seller agrees/the parties agree] as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) the Children's Memory Scales Author Agreement as described in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Author Agreement**");

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) the copyright in materials and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the "**Copyrights**");

(d) 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;

(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. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

3. Counterparts. This IP Assignment 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 IP Assignment 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 IP Assignment.

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

5. Governing Law. This IP 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 IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of [STATE] or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

NCS Pearson, Inc.

By: Arthur Valentine
Name: Arthur Valentine
Title: Managing Director
Address for Notices:

AGREED TO AND ACCEPTED:



Multi-Health Systems Inc.

By: Hazel Wheldon
Name: Hazel Wheldon
Title: CEO

Schedule 1

Children's Memory Scales (CMS) Author Agreement dated April 13, 1992 and as amended February 15, 1997 and July 1, 2009

Schedule 2

TRADEMARK	TM IMAGE	COUNTRY	APPL. NO.	REG. NO.	REG. DATE	STATUS	CLASS(ES)
CMS CHILDREN'S MEMORY SCALE	N/A - standard character mark	United States				Common Law Mark	9, 16
CMS CHILDREN'S MEMORY SCALE & Design		United States	75/845861	2381623	29-Aug-00	Registered	9
CMS CHILDREN'S MEMORY SCALE & Design		United States	75/845862	2400007	31-Oct-00	Registered	16

Schedule 3

CHILDREN'S MEMORY SCALE COMPLETE
KIT
CHILDREN'S MEMORY SCALE Response
Grid
CHILDREN'S MEMORY SCALE Picture Set

CHILDREN'S MEMORY SCALE KIT BOX
LBL
CHILDREN'S MEMORY SCALE SOFTCASE
CHILDREN'S MEMORY SCALE KIT
W/SOFTCASE
CHILDREN'S MEMORY SCALE Manual
CHILDREN'S MEMORY SCALE Record
Form Age 5-8
CHILDREN'S MEMORY SCALE Record
Form Age 9-16
CHILDREN'S MEMORY SCALE Stimulus -
Booklet #1
CHILDREN'S MEMORY SCALE Stimulus -
Booklet #2
CHILDREN'S MEMORY SCALE BLUE CHIP-
2008
CHILDREN'S MEMORY SCALE LUGGAGE
TAG
CHILDREN'S MEMORY SCALE RESPONSE
CHIP SET OF 8
(Includes any translated versions, if any)