

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510826

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| LearnVest, Inc. | | 12/14/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | The Northwestern Mutual Life Insurance Company | | |
| Street Address: | 720 E. Wisconsin Ave. | | |
| City: | Milwaukee | | |
| State/Country: | WISCONSIN | | |
| Postal Code: | 53202 | | |
| Entity Type: | Corporation: WISCONSIN | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4063812 | LEARNVEST | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | zhibinren@northwesternmutual.com | | |
| Correspondent Name: | Zhibin Ren | | |
| Address Line 1: | 720 E. Wisconsin Ave. | | |
| Address Line 4: | Milwaukee, WISCONSIN 53202 | | |
| NAME OF SUBMITTER: | Zhibin Ren | | |
| SIGNATURE: | /Zhibin Ren/ | | |
| DATE SIGNED: | 02/20/2019 | | |
| Total Attachments: 3 | | | |
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| source=Assignment#page2.tif | | | |
| source=Assignment#page3.tif | | | |

OP \$40.00 4063812

Trademark Assignment

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of December 14, 2018 (the "Effective Date") by and between, **LearnVest, Inc.**, a Delaware Corporation, having a place of business at 41 East 11th Street, Floor 2, New York, New York 10003 ("Assignor") and **The Northwestern Mutual Life Insurance Company**, a Wisconsin corporation, having a place of business at 720 E. Wisconsin Avenue Milwaukee, Wisconsin 53202.

Assignor owns rights, title, and/or interest in and to the trademarks, service marks, trade names, logos, insignias, designs and other proprietary interests therein, including, without limitation, all registrations and applications for registration therefor listed on *Schedule I* hereto, together with the whole of the good will of the business associated therewith (the "Trademarks") and wishes to assign, transfer, and convey to Assignee all rights, title, and interest in and to all of the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby assigns, conveys, transfers, and sets over to Assignee, and Assignee hereby acquires and receives from Assignor, all rights, title and interest in and to the Trademarks, all of them to be held and enjoyed by Assignee, its successors, heirs, and assigns on and as of the Effective Date.

2. Assignor and Assignee agree that, as of the Effective Date, Assignee shall solely and exclusively own and hold all rights, title and interest in and to the Trademarks. Without limiting the assignment, transfer, and conveyance, Assignor hereby assigns to Assignee the right to, and Assignee shall solely and exclusively have the right and be entitled, in its sole discretion, in and/or under the laws of any country and jurisdiction, to: (a) initiate and/or continue any action, litigation, arbitration or other proceeding, and seek, enforce, and benefit from any right, remedy and/or award, in connection with any or all of the Trademarks, or any infringement, theft or violation thereof, whether such rights, remedies or infringement are based on any acts, omission or conduct prior to, on or after the date hereof (including, without limitation, the right to seek past damages for infringement of the Trademarks), and collect, receive, obtain, and retain any damages, award, or other benefit therefrom or resulting therefrom, without obligation or liability to share or provide any part of it to the Assignor or any third party, and (b) file, continue, discontinue, prosecute, or abandon any application, now or in the future, for registration of any application corresponding to or claiming priority from any Trademarks, and (c) obtain, maintain, cancel, or let expire any registration of any Trademark.

3. If and to the extent requested by Assignee, Assignor shall cause, and hereby authorizes, the United States Patent and Trademark Office, and any other similar or comparable agency, office, register, or registrar in any country or jurisdiction to record Assignee as the sole and exclusive owner of the Trademarks, and to issue any registration certificate, document, or process in such country or jurisdiction in the name and for the benefit of Assignee only.

4. Upon Assignee's request, Assignor shall provide any assistance as is necessary or useful for Assignee to secure and perfect sole and exclusive ownership of the Trademarks in the name of Assignee.

5. Should any section, or portion thereof, of this Assignment be held invalid by reason of any law existing now or in the future in any jurisdiction by any court of competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof shall be validly reformed so as to approximate the intent of Assignor and Assignee as set forth herein as nearly as possible and, if unreformable, shall be deemed divisible and deleted with respect to such jurisdiction; this Assignment shall not otherwise be affected.


Assignor and Assignee have executed this Assignment, each through its authorized representative, to be effective retroactively as of the Effective Date.

Assignor:

Assignee:

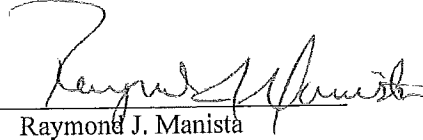
LearnVest Inc.

The Northwestern Mutual Life Insurance Company



Name: Christopher J. Menting

Title: Secretary



Name: Raymond J. Manista

Title: Executive Vice President,
Chief Legal Officer and Secretary

SCHEDULE 1

Trademarks

| US REG. NO. | TRADEMARKS |
|--------------------|-------------------|
| 4063812 | LEARNVEST |
| 4491951 | LEARNVEST |