

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513123

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Simply Skilled in Second LLC		07/12/2017	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Simply Skilled in Second, Inc.		
Street Address:	62 Dogwood Lane		
City:	Pleasantville		
State/Country:	NEW YORK		
Postal Code:	10570		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	88213686	WRITE-ITS	
Serial Number:	88213681	TEACH-ITS	
Serial Number:	88213676	SHAPE-ITS	
Serial Number:	88213673	READ-ITS	
Serial Number:	88213667	GUIDED READING THAT WORKS	
Serial Number:	88213656	FOLD-ITS	
Serial Number:	87889111	GUIDED MATH THAT WORKS	
Registration Number:	5432793	SIMPLY SKILLED TEACHING	
Registration Number:	5432792	SIMPLY SKILLED IN SECOND	
Registration Number:	5243711	TAB-ITS	
Registration Number:	4944439	FLIP FLAP BOOK	
CORRESPONDENCE DATA			
Fax Number:	9733257467		
<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:	9735855169		
Email:	richardmiller@lawfirm.ms		
Correspondent Name:	Richard M Miller		
Address Line 1:	1270 Avenue of the Americas		

OP \$290.00 88213686

Address Line 2: Mandelbaum Salsburg, PC
Address Line 4: New York, NEW YORK 10020

NAME OF SUBMITTER: Richard M Miller

SIGNATURE: /Richard M Miller/

DATE SIGNED: 03/06/2019

Total Attachments: 3

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Trademark Assignment Agreement

This Trademark Assignment Agreement (this "Agreement") is entered into as of the twelfth day of July, 2017 (the "Effective Date") by and between Simply Skilled in Second LLC (the "Assignor"), a New York limited liability company located at 62 Dogwood Lane, Pleasantville, NY 10570 and Simply Skilled in Second, Inc. (the "Assignee"), a New York corporation located at 62 Dogwood Lane, Pleasantville, NY 10570.

- 1. Marks.** The term "Marks" as used in this Agreement shall mean any registered and unregistered trademarks, service marks, logos, designs, trade names, domain names, package designs, and product designs, including but not limited to all registrations and/or registration application rights and all rights to prepare derivative marks, together with all the goodwill of the business connected with the use thereof and symbolized thereby, and all other rights in the United States and in all countries and territories worldwide and under any international convention identified on the attached Schedule 1 (hereinafter collectively referred to as "Marks").
- 2. Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably assigns, conveys, grants, and transfers to Assignee all rights, title, and interest in and to the Marks in perpetuity. Assignor further authorizes the United States Patent and Trademark Office and all other agencies in jurisdictions outside the United States to record the transfer of the registration. After the Effective Date, Assignor agrees to make no further use of the Mark or any confusingly similar mark in the United States and anywhere in the world, except as may be expressly agreed to by the parties in writing. Assignor further agrees to not challenge Assignee's use or ownership of the Mark.
- 3. Counterparts.** This Trademark 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 Trademark 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 Trademark Assignment.
- 4. Execution and Delivery.** Assignor shall execute and deliver to Assignee any and all further instruments of sale, transfer, conveyance, assignment, and confirmations as Assignee may lawfully request in order to obtain, perfect, maintain, or otherwise enable the transfer, conveyance, and assignment to Assignee and to confirm Assignee's title to the Mark and any and all related federal and state trademark registrations and/or registration application rights.
- 5. Legal Fees.** If either party, any heir, personal representative, successor, or assign of either party hereto enforce this Agreement through litigation, the non-prevailing

party shall be liable for reasonable legal fees and expenses incurred by the other party in connection with such litigation, including, but not limited to, any appeals.

6. **Entire Agreement.** This Agreement constitutes the entire agreement between Assignor and Assignee and supersedes all prior understandings of Assignor and Assignee, including any prior representation, statement, condition, or warranty.
7. **Modification and Waiver.** This Agreement may be amended or modified only by a written agreement signed by both of the parties. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing
8. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.
9. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of New York for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.
10. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Simply Skilled in Second LLC

By: Anna DiGilio

Anna DiGilio, Member

Simply Skilled in Second, Inc.

By: Anna DiGilio

Name: Anna DiGilio

Title: CEO

SCHEDULE 1

	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	88213686		WRITE-ITS	TSDR	LIVE
2	88213681		TEACH-ITS	TSDR	LIVE
3	88213676		SHAPE-ITS	TSDR	LIVE
4	88213673		READ-ITS	TSDR	LIVE
5	88213667		GUIDED READING THAT WORKS	TSDR	LIVE
6	88213656		FOLD-ITS	TSDR	LIVE
7	87889111		GUIDED MATH THAT WORKS	TSDR	LIVE
8	87583531	5432793	SIMPLY SKILLED TEACHING	TSDR	LIVE
9	87583520	5432792	SIMPLY SKILLED IN SECOND	TSDR	LIVE
10	86728018	5243711	TAB-ITS	TSDR	LIVE
11	86596342	4944438	FLIP FLAP BOOK	TSDR	LIVE