

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513612

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEW ED, INC.		02/14/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	DIGITAL ARCHITECTURE, LLC		
Street Address:	5015 S. FLORIDA AVE.		
City:	LAKELAND		
State/Country:	FLORIDA		
Postal Code:	33813		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5152196	N NEW ED	
Registration Number:	5142839	NEW ED	
CORRESPONDENCE DATA			
Fax Number:	4043659532		
<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:	4042337000		
Email:	MMMIPDOCKET@MMMLAW.COM		
Correspondent Name:	MORRIS, MANNING & MARTIN, LLP		
Address Line 1:	3343 PEACHTREE ROAD NE		
Address Line 2:	1600 ATLANTA FINANCIAL CENTER		
Address Line 4:	ATLANTA, GEORGIA 30326		
ATTORNEY DOCKET NUMBER:	32918-115931		
NAME OF SUBMITTER:	R. Lee Strasburger, Jr.		
SIGNATURE:	/R. Lee Strasburger, Jr./		
DATE SIGNED:	03/11/2019		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”) is entered into on this February 14, 2019, by and between New Ed, Inc., a Delaware corporation, with an office at 5 Hunters Run, Ballston Lake, NY 12019 (the “Assignor”), and Digital Architecture, LLC, a Delaware limited liability company, with an office at 5015 S. Florida Ave., Lakeland, FL 33813 (the “Assignee”).

WHEREAS, in connection with the sale of assets to Assignee by Assignor, as contemplated by and pursuant to that certain Asset Purchase Agreement dated December 24, 2018, by and between Assignor and Assignee (the “Agreement”), all intellectual property owned by Assignor is to be transferred to Assignee, specifically the trademarks and trademark registrations identified in Schedule A attached herein (the “Assigned IP”); and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Assignor’s right, title and interest in and to the Assigned IP to Assignee;

NOW, THEREFORE, for good and valuable consideration recited in the Agreement, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to the Assignee and its successors and assigns all of the Assignor’s right, title and interest in and to the Assigned IP, including the following assignments:

(a) The Assignor hereby assigns, transfers and delivers to the Assignee, all of the Assignor’s right, title and interest in and to any and all trademark rights related to the Assigned IP, including but not limited to the trademarks and trademark registrations listed in Schedule A, and including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the business symbolized by the trademark rights related to the Assigned IP, and the registrations and applications therefor, including all damages and profits, due or accrued, arising out of past infringements of said trademark rights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

2. Cooperation and Recordation. The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Assigned IP, and the Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment, including, without limitation, cooperating with the Assignee to perfect the transfer of the Assigned IP hereunder and, if appropriate, to assure that the transfer of the Assigned IP is properly recorded at any appropriate administrative agency or registry, including, but not limited to, the United States Patent and Trademark Office, all at the Assignee’s sole expense.

3. Maintenance. The Assignor has and shall instruct their attorneys and agents who maintain and prosecute the Assigned IP to, at the cost and expense of Assignee, take all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Assigned IP in force and in effect in the interim until the Assignee takes full control over the prosecution and maintenance of the Assigned IP.

4. Miscellaneous.

(a) This Assignment, and all claims relating to or arising out of the relationship of the parties hereto with respect to the subject matter hereof, shall be governed by, construed under and interpreted in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof that would require the application of any other law.

(b) This Assignment shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and nothing in this Assignment, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Assignment.

(c) This Assignment may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) No amendment of any provision of this Assignment shall be effective, unless the same shall be in writing and signed by the Assignor, on the one hand, and the Assignee, on the other hand. Any failure of any party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any party to take any action with respect to any breach of this Assignment or default by another party shall constitute a waiver of such party's right to enforce any provision hereof or to take any such action.

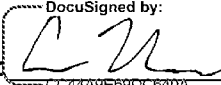
(e) In case any term, provision, covenant or restriction contained in this Assignment is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.

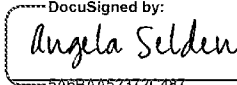
[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the date first written above:



New Ed, Inc.:

Digital Architecture, LLC:

By:  _____
Name: _____
Title: _____

By:  _____
Name: _____
Title: _____

SCHEDULE A

MARK	SERIAL / REG. NO.	FILING / REGISTRATION DATE	JURISDICTION
	86/804,608 5,152,196	October 30, 2015 February 28, 2017	United States
	86/804,605 5,142,839	October 30, 2015 February 14, 2017	United States