

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515754

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCHOOLKEEP, INC.		03/21/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	NORTHPASS, INC.		
Street Address:	6 Upper Pond Road		
City:	Parsippany		
State/Country:	NEW JERSEY		
Postal Code:	07054		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4717458	SCHOOLKEEP	
Registration Number:	4657839	SCHOOLKEEP	
Registration Number:	5507714	NORTHPASS	
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>			
Phone:	732-867-9670		
Email:	sgoldsmith@mccarter.com		
Correspondent Name:	Susan Okin Goldsmith		
Address Line 1:	Two Tower Center Blvd.		
Address Line 2:	24th Floor		
Address Line 4:	East Brunswick, NEW JERSEY 08816		
ATTORNEY DOCKET NUMBER:	402307-00022		
NAME OF SUBMITTER:	Susan Okin Goldsmith, Esq.		
SIGNATURE:	/Susan Goldsmith/		
DATE SIGNED:	03/25/2019		
Total Attachments: 2			
source=TRADEMARK ASSIGNMENT US and CA#page1.tif			
source=TRADEMARK ASSIGNMENT US and CA#page2.tif			

CH \$90.00 4717458

ASSIGNMENT OF TRADEMARKS

This Assignment is made as of the 21 day of March, 2019 ("Effective Date"), by and between SCHOOLKEEP, INC. ("Assignor"), a Delaware corporation having an address at 6 Upper Pond Road, Parsippany, NJ 07054, and NORTHPASS, INC., ("Assignee"), a Delaware corporation also having an address at 6 Upper Pond Road, Parsippany, NJ 07054.

For One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

Assignor hereby assigns and transfers to Assignee all of its right, title and interest in and to the trademarks listed on Schedule A attached hereto and made a part hereof (the "Marks"), together with all the good will which is or will be symbolized by said Marks, and all rights and privileges under the Marks, including without limitation the right to renew and/or register the Marks anywhere in the world, and all rights to recover for damages and profits for infringement in the United States and throughout the world, and any and all rights, privileges, and obligations under licenses with respect to the Marks anywhere in the world.

Assignee hereby accepts such assignment and transfer.

IN WITNESS WHEREOF, this Assignment has been executed effective as of the date first above written.

ASSIGNOR:

SCHOOLKEEP, INC.

By: J. Stephen Cornwell

Name and title: Stephen Cornwell, CEO

ASSIGNEE:

NORTHPASS, INC.

By: J. Stephen Cornwell

Name and title: Stephen Cornwell, CEO

SCHEDULE A

<u>TRADEMARK</u>	<u>JURISDICTION</u>	<u>REGISTRATION (or APP.) NO.</u>
SCHOOLKEEP	WIPO	Int'l Reg. No. 1220056
SCHOOLKEEP	USA	Reg. No. 4717458
SCHOOLKEEP	USA	Reg. No. 4657839
SCHOOLKEEP	Canada	Reg. TMA 964,694
NORTHPASS	WIPO	Int'l Reg. No. 1414693
NORTHPASS	USA	Reg. No. 5507714
NORTHPASS	Canada	App. No. 1869309