

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516225

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RRKidz, Inc.		02/01/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Reading Is Fundamental, Inc.		
Street Address:	750 First Street, NE		
Internal Address:	Suite 920		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20002		
Entity Type:	Non-Profit Corporation: D.C.		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4222871	SKYBRARY	
CORRESPONDENCE DATA			
Fax Number:	2029425000		
<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:	202.942.5000		
Email:	trademarkdocketing@arnoldporter.com, roberta.horton@arnoldporter.com, elisabeth.richards@arnoldporter.com		
Correspondent Name:	Roberta L. Horton		
Address Line 1:	601 Massachusetts Ave., NW		
Address Line 2:	IP DOCKETING		
Address Line 4:	Washington, D.C. 20001		
ATTORNEY DOCKET NUMBER:	22022.00007		
NAME OF SUBMITTER:	Roberta L. Horton		
SIGNATURE:	/Roberta L. Horton/		
DATE SIGNED:	03/27/2019		
Total Attachments: 6			
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EXHIBIT C

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Assignment**”), is made effective as of February 1, 2019, by and between Reading Is Fundamental, Inc., a District of Columbia nonprofit corporation (“**Assignee**”), and RRKidz, Inc., a Delaware corporation (“**Assignor**”), pursuant to that certain Skybrary Donation Agreement effective as of February 1, 2019 by and between Assignor and Assignee (the “**Donation Agreement**”). Capitalized terms used in this Assignment but not otherwise defined in this Assignment will have the meanings set forth in the Donation Agreement.

WHEREAS, Assignor is the owner of all right, title, and interest in, to and under the trademarks and trademark applications set forth on Attachment 1 attached hereto (the “**Transferred Marks**”), together with all common law rights associated therewith and the goodwill associated therewith and symbolized thereby; and

WHEREAS, pursuant to the Donation Agreement, Assignor has agreed to assign, transfer, convey, and deliver to Assignee, among other assets, certain intellectual property of Assignor, including certain trademarks of Assignor, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

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

1. Assignment. Assignor hereby assigns, transfers, and conveys to Assignee in perpetuity, and Assignee hereby accepts, any and all right, title, and interest, including all statutory and common law rights, in the United States and throughout the world, whether now or hereafter existing, in and to the Transferred Marks transferred by Assignor, together with all goodwill of Assignor associated with, and symbolized by, the Transferred Marks. Assignor also hereby confirms the assignment of that portion of Assignor’s ongoing and existing business to which the Transferred Marks transferred by Assignor pertain within the meaning of Section 10(a) of the Lanham Act, 15 U.S.C. § 1060(a). As part of such assignment, Assignor assigns, transfers, and conveys to Assignee, for Assignee’s own use and enjoyment and for the use and enjoyment of Assignee’s successors, assigns, and other legal representatives, as fully as the same would have been held and enjoyed by Assignor if this Assignment had not been made, the following:

- a. all applications, registrations, issuances, extensions, and renewals of the Transferred Marks transferred by Assignor;
- b. the right to prosecute, maintain, and defend the Transferred Marks transferred by Assignor before any public or private agency, office or registrar, including by filing extensions and all other applications relating to such Transferred Marks;
- c. the right, if any, to claim priority based on the filing dates of any of the

Transferred Marks transferred by Assignor under the Paris Convention for the Protection of Industrial Property and all other treaties of like purposes;

- d. the right to sue and recover damages or other compensation for past, present, or future infringement, unfair competition, dilution, or any other claim or cause of action related to the Transferred Marks, the right to sue and obtain equitable relief, including injunctive relief, in respect of any such claim or cause of action and the right fully and entirely to stand in the place of Assignor in all matters related thereto; and
- e. all rights to collect royalties and other payments under or on account of any of the Transferred Marks or any other rights identified in this Assignment.

2. Recordation. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in each applicable foreign country or multinational authority, to (a) record Assignee as the assignee and owner of the entire interest in the Transferred Marks or other rights identified in this Assignment; (b) deliver to Assignee, and to Assignee's attorneys, agents, successors, or assigns, all official documents and communications as may be warranted by this Assignment; and (c) issue any and all registrations, certificates, or other governmental grants or issuances that may be granted upon any of the Transferred Marks or other rights identified in this Assignment in the name of Assignee, as the assignee to the entire interest therein.

3. Further Assurances. At any time and from time to time after the date hereof, Assignor shall promptly execute and deliver such other instruments of sale, transfer, conveyance, assignment, assumption, and confirmation, and take such other action as Assignee may reasonably request to carry out the purpose and intent of this Assignment, including any act necessary or desirable for obtaining, sustaining, or reissuing any registrations for the Transferred Marks and any other rights identified in this Assignment, and to transfer, convey, assign, and deliver to Assignee the title in and to the Transferred Marks and other rights identified in this Assignment, and to confirm Assignee's acceptance, assumption, and undertaking with respect thereto.

4. Miscellaneous.

(a) Headings. The headings contained in this Assignment are intended solely for convenience and shall not affect the rights of the Parties to this Assignment.

(b) Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the District of Columbia without regard to conflict of laws principles.

(c) Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts shall constitute effective delivery.

(d) Amendments. This Assignment shall not be amended except by an instrument in writing signed on behalf of each of the Parties.

(e) Successors and Assigns. This Assignment is executed by, shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors, heirs, personal representatives, and permitted assigns.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Assignment as of the date first written above.

ASSIGNOR: **RRKIDZ, INC.**

By: [Signature]
Name: Sangita Patel
Title: CEO

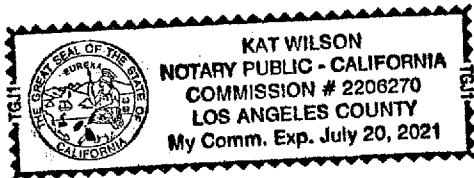
State of CA)

County of LA)

On Feb 26, 2019, before me, Kat Wilson, the undersigned, a Notary Public for the state, personally appeared Sangita Patel, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/~~her~~/~~their~~ signature(~~s~~) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Assignment as of the date first written above.

ASSIGNEE:

READING IS FUNDAMENTAL, INC.

By: *Alicia Levi*
Name: *Alicia Levi*
Title: *President & CEO*

ACKNOWLEDGEMENT

State of *District of Columbia*

County of *District of Columbia*

On *February 27*, 2019, before me, *Cambria Backes*, the undersigned, a Notary Public for the state, personally appeared *Alicia Levi*, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of *District of Columbia* that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Cambria Backes*



Attachment 1
Transferred Marks

Registered Marks:

Application/ Serial Number	Registration Number	Mark	Country	Filing Date	Registration Date
85361084	4222871	SKYBRARY	USA	06/30/2011	09/09/2012

Unregistered Marks:

Skybrary
SCHOOL

Skybrary

Error! Unknown switch argument.

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4840-2186-2536v4/101951-0000

RECORDED: 03/27/2019

TRADEMARK
REEL: 006602 FRAME: 0300