

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516587

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OnCourse Learning Corporation		01/31/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	OCL Real Estate LLC		
Street Address:	20225 Water Tower Blvd.		
City:	Brookfield		
State/Country:	WISCONSIN		
Postal Code:	53045		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4541975	AHIT	
Registration Number:	4550250	AMERICAN HOME INSPECTORS TRAINING INSTIT	
Registration Number:	5373268	INSPECTIT	
Registration Number:	4528058	STRINGHAM SCHOOLS	
Registration Number:	4528059	SS	
CORRESPONDENCE DATA			
Fax Number:	3109145880		
<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:	(310) 312-4246		
Email:	jwood@manatt.com, jburns@manatt.com, ipdocket@manatt.com		
Correspondent Name:	J. Wood c/o Manatt,Phelps&Phillips,LLP		
Address Line 1:	11355 W. Olympic Blvd.		
Address Line 4:	Los Angeles, CALIFORNIA 90064		
ATTORNEY DOCKET NUMBER:	40240-616		
NAME OF SUBMITTER:	Jessica A. Wood		
SIGNATURE:	/Jessica A. Wood/		
DATE SIGNED:	03/29/2019		

CH \$140.00 4541975

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is entered into and made effective as of January 31, 2019 ("Effective Date") by and between OnCourse Learning Corporation, a Delaware corporation ("Assignor"), and OCL Real Estate LLC, a Delaware limited liability company ("Assignee"), each a "Party" and collectively, the "Parties."

WHEREAS, the Parties hereto entered into a Contribution, Assignment and Assumption Agreement, dated January 31, 2019 regarding the transfer of certain intellectual property and other assets;

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the trademarks listed in attached Exhibit A (the "OnCourse Marks");

WHEREAS, Assignee is desirous of obtaining all of Assignor's right, title and interest in, to and under the OnCourse Marks; and

WHEREAS, Assignor has agreed to convey, assign and transfer to Assignee, and Assignee has agreed to accept, all of Assignor's right, title and interest in, to and under the OnCourse Marks.

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

1. Assignor does hereby convey, transfer, assign and deliver unto Assignee the full and entire right, title and interest in, to and under the OnCourse Marks, which shall include, without limitation, all rights that may now or hereafter be vested in or controlled by Assignor or any affiliate of Assignor, together with all the trademarks, service marks, trade names, social media handles and user names, brand names, designs, logos, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations and applications for registration of the foregoing, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing to the extent owned by Assignor, including without limitation those set forth in Exhibit A hereto; all goodwill associated therewith; and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such applications, registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the OnCourse Marks, and to settle and retain proceeds from any such actions), and any and all of Assignor's (or any affiliate of Assignor) other rights, title and interest of any kind and nature whatsoever in and to the foregoing, the same to vest in Assignee as of the Effective Date.

2. Assignor further agrees to, without further consideration, execute any and all documents or papers reasonably requested by Assignee to perfect the ownership of or exploit the OnCourse Marks. In the event that Assignor fails, refuses, is unavailable in a timely manner, ceases to exist, despite Assignee's efforts cannot be located to execute such documents, and/or otherwise does not timely execute a document or paper requested by Assignee pursuant to this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf for the sole purpose

of executing the foregoing documents or papers with the same legal force and effect as if executed by Assignor.

3. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors, assigns, and heirs.

4. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall constitute the same agreement.

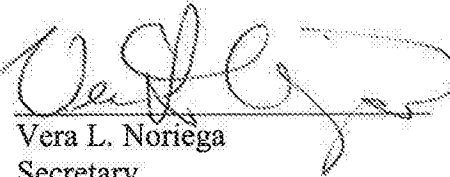
(signatures on next page)

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized officers as of the date first above written.

**ONCOURSE LEARNING
CORPORATION**


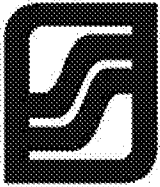
By: 
Name: Vera L. Noriega
Title: Secretary

OCL REAL ESTATE LLC

By: 
Name: Vera L. Noriega
Title: Secretary

(Signature page to Trademark Assignment from OnCourse Learning Corporation to OCL Real Estate LLC)

Exhibit A

COUNTRY/JURISDICTION	MARK	TRADEMARK APP. NO.	TRADEMARK REG. NO.
United States		85/905,946	4,541,975
United States	AMERICAN HOME INSPECTORS TRAINING INSTITUTE	85/905,914	4,550,250
United States	INSPECTIT	87/356,449	5,373,268
United States	STRINGHAM SCHOOLS	85/877,874	4,528,058
United States		85/877,887	4,528,059

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