

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM520284

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Prepworks, LLC		05/24/2018	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Asteria Education, Inc.		
<b>Street Address:</b>	2709 Bulverde Rd.		
<b>City:</b>	Bulverde		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78163		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4350096	PREPWORKS	
<b>Registration Number:</b>	4350095	INFUSED HUMAN INTELLIGENCE	
<b>Registration Number:</b>	4350116	INTERNAL ADAPTIVE ENGINE	
<b>Registration Number:</b>	4408613	LEARNING POSITIONING SYSTEM	
<b>Registration Number:</b>	4358137	LEARNING POSITIONING SYSTEM	
<b>Registration Number:</b>	4357756		
<b>Registration Number:</b>	4357757	PREPWORKS STUDENT PERFORMANCE MAXIMIZED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028037953		
<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>			
<b>Phone:</b>	2028882047		
<b>Email:</b>	docket@markerylaw.com		
<b>Correspondent Name:</b>	Katrina G. Hull		
<b>Address Line 1:</b>	P.O. Box 84150		
<b>Address Line 4:</b>	Gaithersburg, MARYLAND 20883		
<b>NAME OF SUBMITTER:</b>	Katrina G. Hull		
<b>SIGNATURE:</b>	/katrinaghull/		
<b>DATE SIGNED:</b>	04/23/2019		

OP \$190.00 4350096

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into this 24 day of May, 2018 (the "Effective Date"), by and among (i) Prepworks, LLC, a Florida limited liability company ("Assignor"), and (ii) Asteria Education, Inc., a Texas corporation ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in that certain Asset Purchase Agreement, dated as of April 16, 2018, by and among the Assignor, Assignee and Prepworks Holdings, LLC, a Delaware limited liability company (as may be amended, modified, restated and/or supplemented from time to time, the "Asset Purchase Agreement").

### RECITALS

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignor has agreed to sell, assign, transfer, convey and deliver to the Assignee, and the Assignee has agreed to purchase, the properties, rights, interests and other tangible and intangible assets of the Assignor owned, licensed, used or held for use by the Assignor in connection with, relating to or necessary for the operation of the Business, as more thoroughly described in the Asset Purchase Agreement, including all of the Assignor's right, title and interest in and to the Marks as listed on **Schedule A** hereto; and

WHEREAS, Assignor and Assignee desire to enter into this Agreement in order to evidence and effectuate the assignment of the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

### ASSIGNMENT

1. Assignor hereby sells, transfers, assigns and sets over to Assignee Assignor's entire right, title and interest (for all relevant countries) in and to the Marks, and all the rights and privileges under any Marks that may be granted therefor, together with the goodwill of the business associated with the Marks; and all applications for industrial property protection, including without limitation, all applications for Marks which may hereafter be filed for said Marks in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Marks under the laws of the United States, or any international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for marks which may hereafter be filed for said Marks in any country or countries, together with the right to file such applications; and all forms of industrial property protection, which may be granted for said Marks in any country or countries.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue Marks or other evidence on applications as aforesaid, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

3. Assignor agrees that, at any time, upon the reasonable request of the Assignee, at the sole cost of Assignor, Assignor will execute and deliver all papers, take all rightful oaths, and do all rightful acts which may be reasonably necessary for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees, and otherwise to do the necessary to give full effect to and to perfect the rights of the Assignee under this Agreement, including the execution, delivery and procurement of any and all further documents evidencing this Agreement, transfer and sale as may be necessary. In addition, Assignor agrees that, at any time, upon the reasonable request of the Assignee, at the sole cost of Assignee, Assignor will execute and deliver all papers, take all rightful oaths, and do all rightful acts which may be reasonably necessary to secure and maintain protection on the Marks throughout all countries of the world.

4. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for trademark, service mark or other form of protection for the Marks, the benefit of the right of priority thereto provided by the laws of any country or countries, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

5. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by any convention.

6. All of the rights, title and interest in and to the Marks sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, except for the pre-existing licenses identified in the Purchase Agreement, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

7. If any portion of this Agreement is found to be contrary to law or ineffective, the remainder of the Agreement shall survive and be interpreted, to the maximum extent possible, for the purpose of carrying out the intent of the Assignor which is the full and complete transfer and assignment of all Assignor's Marks to Assignee.

8. The parties hereby incorporate by reference Sections 1.6, 5.1 and 10 of the Asset Purchase Agreement as if the same was fully set forth herein; provided, that for such purpose, any references to the "Agreement" shall be deemed to be references to this Agreement.

9. This Agreement and the Asset Purchase Agreement contain the entire agreement between the parties concerning the matters referred to herein. In the event of any conflict between the terms of this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

10. This Agreement may be executed in counterparts, but together shall constitute the same agreement.


*[Signatures Pages Follow]*



Trademark Assignment Agreement

**ASSIGNEE:**

**ASTERIA EDUCATION, INC.**

By: 

Name: David Cumberbatch

Title: President



*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK**  
**REEL: 006625 FRAME: 0536**


**SCHEDULE A**

**MARKS**

**Registered Marks – United States**

Registered Trademark	Class	Application Date	Application Number	Start Renewal Date
PREPWORKS	41	Jun 11, 2013	4,350,096	6/11/2018
INFUSED HUMAN INTELLIGENCE	41	Jun 11, 2013	4,350,095	6/11/2018
INTERNAL ADAPTIVE ENGINE	41	Jun 11, 2013	4,350,116	6/11/2018
LEARNING POSITIONING SYSTEM	9	Sept 24, 2013	4,408,613	9/24/2018
LEARNING POSITIONING SYSTEM	41	Jun 24, 2013	4,358,137	6/25/2018
	41	Jun 25, 2013	4,357,757	6/25/2018
	41	Jun 25, 2013	4,357,756	6/25/2018

**Registered Marks - China**

Registered Trademark	Class	Application Date	Application Number	Start Renewal Date
	41	1/31/2016	15900906	Pending