

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521977

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BASIS Educational Group, LLC		04/18/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Spring Bloom Opco, LLC		
Street Address:	12930 Saratoga Avenue		
Internal Address:	Suite A-2		
City:	Saratoga		
State/Country:	CALIFORNIA		
Postal Code:	95070		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4594067	BASIS	
Registration Number:	5286782	BASIS GLOBAL	
Registration Number:	5286781	BASIS INDEPENDENT	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<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:	6502515123		
Email:	jmull@stblaw.com		
Correspondent Name:	Marissa Lambert		
Address Line 1:	2475 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	075919/0060		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	05/03/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement"), effective as of April 18, 2019 ("Effective Date"), is by and between BASIS Educational Group, LLC a Delaware limited liability company ("Assignor") and Spring Bloom Opco, LLC a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of those certain trademark registrations and applications identified on Schedule A attached hereto ("Assigned Trademarks");

WHEREAS, pursuant to that certain Membership Unit and Asset Purchase Agreement (the "Purchase Agreement") dated January 18, 2019 among Assignee, Assignor, and the other Parties thereto, the Assignee acquired all of the assets related to, used or held for use in connection with the Business; and

WHEREAS, in connection with the transactions contemplated under the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to accept, all of Assignor's right, title, and interest in and to the Assigned Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Definitions. Terms not defined in this Agreement shall have the meanings ascribed to them in the Purchase Agreement.

2. Conveyance and Acceptance of Assigned Trademarks. Assignor hereby sells, transfers, assigns, delivers and conveys to Assignee, free and clear of all Liens, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Trademarks, including without limitation, any registrations and applications therefor, any renewals of the registrations, and all other corresponding rights that are or may be secured under the laws of any country or jurisdiction, now or hereafter in effect, and the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks; for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, and including, without limitation, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Trademarks and of this Agreement, and the right to initiate other proceedings before all Regulatory Authorities with respect to such Assigned Trademarks.

3. Recordation. Assignor hereby authorizes and requests that the Commissioner for Trademarks, and any other sovereign official holding a corresponding position of authority in any other state or country, record this Agreement. Assignor will take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents that Assignee may reasonably request to record and perfect Assignee's interest in and to the Assigned Trademarks.

4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Agreement is only intended to affect the assignment by Assignor and assumption by Assignee of the Assigned Trademarks pursuant to the Purchase Agreement. The parties hereto acknowledge and agree that the terms, conditions, representations, warranties, covenants, agreements, indemnities and remedies contained in the Purchase Agreement are incorporated herein by reference and shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement shall govern.

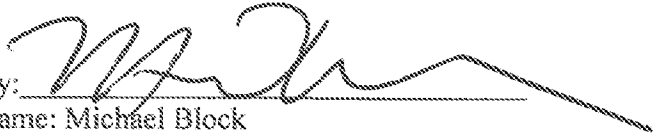
5. Counterparts. This Agreement may be executed by facsimile signatures and in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the date first written above.

ASSIGNOR:

BASIS Educational Group, LLC

By: 
Name: Michael Block

Title: Manager

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
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IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the date first written above.

ASSIGNEE:

Spring Bloom Opco, LLC

By: 

Name: Michael Collins

Title: Authorized Officer

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[Signature Page to Trademark Assignment Agreement]

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SCHEDULE A

Assigned Trademarks

Trademark	Reg. No.
BASIS	4,594,067
BASIS GLOBAL	5,286,782
BASIS INDEPENDENT	5,286,781

[Schedule of Assigned Trademarks]

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