

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM527714

<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>
Citelighter, Inc.		04/25/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Educate Digital, LLC		
<b>Street Address:</b>	4 North Park Drive, Suite 500		
<b>City:</b>	Hunt Valley		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21030		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4897057	CITELIGHTER	
<b>Registration Number:</b>	4916441	CITELIGHTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2023448300		
<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>	2023444976		
<b>Email:</b>	trademarkdocket@venable.com		
<b>Correspondent Name:</b>	Rebecca Liebowitz		
<b>Address Line 1:</b>	P.O. Box 34385		
<b>Address Line 4:</b>	Washington, D.C. 20043-9998		
<b>ATTORNEY DOCKET NUMBER:</b>	42328-505269		
<b>NAME OF SUBMITTER:</b>	Catherine Mitros		
<b>SIGNATURE:</b>	/Catherine Mitros/		
<b>DATE SIGNED:</b>	06/13/2019		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of this 25<sup>th</sup> day of April, 2017, is made by Citelighter, Inc. (“**Seller**”), in favor of Educate Digital, LLC (“**Buyer**”), the purchaser of certain assets of Seller pursuant to a Software Acquisition Agreement, dated as of the date hereof (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

7. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Exhibit 1 hereto and all issuances, extensions, and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

8. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer.

9. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement 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 hereof, the terms of the Purchase Agreement shall govern.

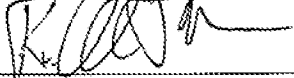
10. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

11. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

12. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Maryland, without giving effect to any choice or conflict of law provision or rule (whether of the State of Maryland or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

CITELIGHTER, INC.

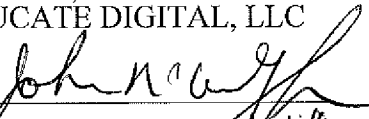
By: 

Name: R. Lee Jokl III

Title: COO

Address for Notices:

3717 Boston St. #293  
Baltimore, MD 21224  
EDUCATE DIGITAL, LLC

By: 

Name: John C. McAllister

Title: CEO

Address for Notices:

4 North Park Drive  
Suite 500  
Hunt Valley, MD 21030

AGREED TO AND ACCEPTED:

EXHIBIT 1

Trademark Reg. Number: 4,897,057, February 9, 2016 (Int. Class 9 and 42)

Trademark Application Serial Number: 86270058

Trademark Application Serial Number: 8629994

[See attached related documentation in Schedule 3 to the Purchase Agreement.]