

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM532437

<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>
Teachers of Tomorrow, LLC		07/17/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Texas Teachers of Tomorrow, LLC		
<b>Street Address:</b>	5599 San Felipe Street, Suite 1425		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77056		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5417072	TEACHERS OF TOMORROW	
<b>Registration Number:</b>	5417075	TEXAS TEACHERS OF TOMORROW	
<b>Registration Number:</b>	5712454	WANT TO TEACH? WHEN CAN YOU START?	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	erobinson@huntonak.com		
<b>Correspondent Name:</b>	Erika Robinson		
<b>Address Line 1:</b>	600 Peachtree Street, NE, Suite 4100		
<b>Address Line 2:</b>	c/o Hunton Andrews Kurth LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308		
<b>NAME OF SUBMITTER:</b>	Erika Robinson		
<b>SIGNATURE:</b>	/ErikaRobinson/		
<b>DATE SIGNED:</b>	07/18/2019		
<b>Total Attachments: 3</b>			
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## SERVICE MARK ASSIGNMENT AGREEMENT

This Service Mark Assignment Agreement (this "Agreement"), effective as of July 17, 2019 (the "Effective Date"), is made by and between Teachers of Tomorrow, LLC ("Assignor"), and Texas Teachers of Tomorrow, LLC ("Assignee").

WHEREAS, Assignor owns and uses the service marks identified on Schedule A attached hereto (the "Marks");

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Marks and Assignor desires to so transfer any such right, title and interest.

NOW THEREFORE, the parties agree as follows:

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, and assigns to Assignee all of Assignor's rights in and to the Marks including any registrations thereof, the goodwill of the business symbolized thereby, and the right to sue for and recover damages and profits for past, present, or future infringement thereof.

2. Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Agreement, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement and its recordation in relevant state and national trademark offices. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Agreement upon request by Assignee.

3. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and of the State of Texas, without giving effect to any choice or conflict of law provision or rule.

4. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Agreement may be executed in multiple counterparts with the same effect as if all parties had executed the same original, and all such counterparts, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement effective as of the Effective Date.

Assignor

Teachers of Tomorrow, LLC

By: Sunny Moore

Name: Sunny Moore

Title: CFO

Dated: 7/15/19

Assignee

Texas Teachers of Tomorrow, LLC

By: Sunny Moore

Name: Sunny Moore

Title: CFO

Dated: 7/15/19

Schedule A  
Marks

Service Mark Registrations:

Country	Mark	Reg. No.
United States	TEACHERS OF TOMORROW	5417072
United States	TEXAS TEACHES OF TOMORROW	5417075
United States	WANT TO TEACH? WHEN CAN YOU START?	5712454

SCHEDULE A TO  
SERVICE MARK ASSIGNMENT AGREEMENT