

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538196

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|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ASTERIA EDUCATION, INC. | | 05/14/2019 | Corporation: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | CONN EDUCATION, INC. | | |
| Doing Business As: | Classroom Library Company | | |
| Street Address: | 3901 Union Blvd. Suite 155 | | |
| City: | St. Louis | | |
| State/Country: | MISSOURI | | |
| Postal Code: | 63115 | | |
| Entity Type: | Corporation: MISSOURI | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2437150 | NOVEL UNITS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9497609502 | | |
| <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: | 949-760-0404 | | |
| Email: | efiling@knobbe.com | | |
| Correspondent Name: | KNOBBE MARTENS OLSON & BEAR LLP | | |
| Address Line 1: | 2040 Main Street, 14th Floor | | |
| Address Line 2: | c/o Steven J. Nataupsky | | |
| Address Line 4: | Irvine, CALIFORNIA 92614 | | |
| ATTORNEY DOCKET NUMBER: | CONN.006T | | |
| NAME OF SUBMITTER: | Steven J. Nataupsky | | |
| SIGNATURE: | /Steven J. Nataupsky/ | | |
| DATE SIGNED: | 08/26/2019 | | |
| Total Attachments: 7 | | | |
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| source=Trademark Assignment Agreement - CONN#page2.tif | | | |
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "IP Assignment"), dated as of May 14, 2019 is made by ASTERIA EDUCATION, INC., a Texas corporation d/b/a ECS Learning Systems ("Seller"), in favor of CONN EDUCATION, INC., a Missouri corporation d/b/a Classroom Library Company ("Buyer") and purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement, dated as of May 14, 2019, by and between Buyer and Seller (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset 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 IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, the parties agree as follows:

1. 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 IP"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) the copyright registrations, applications for registration and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the "Copyrights");

(d) 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;

(e) 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

(f) 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.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request and cost, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset 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 IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP 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 IP Assignment delivered by 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 IP Assignment.

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

6. Governing Law. This IP 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 IP 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 Missouri, without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

In Witness Whereof, Seller has duly executed and delivered this IP Assignment as of the date first above written.

ASTERIA EDUCATION, INC.,
a Texas corporation

By: 

Name: DAVID CUMBERBATCH

Title: CEO

Address for Notices:

Asteria Education, Inc
2709 Bulverde Rd
Bulverde, TX 78163

AGREED TO AND ACCEPTED:

CONN EDUCATION, INC.,
a Missouri corporation

By: _____

Name: _____

Title: _____

Address for Notices:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 006729 FRAME: 0357

In Witness Whereof, Seller has duly executed and delivered this IP Assignment as of the date first above written.

ASTERIA EDUCATION, INC.,
a Texas corporation

By: _____

Name: _____

Title: _____

Address for Notices:

AGREED TO AND ACCEPTED:

CONN EDUCATION, INC.,
a Missouri corporation

By:  _____

Name: _____

Title: _____

Address for Notices: _____

Conn Education, Inc.
DBA Classroom Library Company
3901 Union Blvd, Suite 155
St. Louis, MO 63115
Voice: 888-318-2665
Fax: 877-716-7272
email: sales@classroomlibrarycompany.com
web: <https://www.classroomlibrarycompany.com>
TIN: 27-3910452
Duns: 016197049
Bid Contact: Benjamin R. Conn, CEO
Bid Contact Voice: 516-369-0087
Bid Contact email: ben@classroomlibrarycompany.com
S-Corp, State of Incorporation, Missouri, 10/29/2010

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

SCHEDULE 1
ASSIGNED PATENTS AND PATENT APPLICATIONS

None

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

| Trademark | Country | Owner | Status | App No | App Date | Reg No | Reg Date | Classes |
|----------------|---------|------------------------------|------------|----------|-----------------|---------|---------------|---------|
| NOVEL UNITS | US | Asteria Education, Inc | Registered | 76021748 | 10-April- 00 | 2437150 | 20-Mar- 01 | 16 |

SCHEDULE 3

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

None