

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551508

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Target Marketing, Inc.		11/26/2019	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	EducationDynamics, LLC		
Street Address:	111 River Street, 10th Floor		
City:	Hoboken		
State/Country:	NEW JERSEY		
Postal Code:	07030		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4404328	LIQUID EDUCATION	
Registration Number:	4504756	LIQUID EDUCATION	
CORRESPONDENCE DATA			
Fax Number:	8887551450		
<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:	5407773459		
Email:	trademarks@cowanperry.com		
Correspondent Name:	Tara A. Branscom		
Address Line 1:	1328 3rd Street SW		
Address Line 4:	Roanoke, VIRGINIA 24016		
NAME OF SUBMITTER:	Tara A. Branscom		
SIGNATURE:	/Tara A. Branscom/		
DATE SIGNED:	12/02/2019		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“Assignment Agreement”), effective as of November 26, 2019 (“Effective Date”), is among EducationDynamics, LLC, a Delaware limited liability company (“Company”), Thruline Marketing, Inc., a Kansas corporation (“Thruline”), and Target Marketing, Inc., a Missouri corporation (“Target” and together with Thruline, each an “Assignor”, and collectively, “Assignors”).

A. Pursuant to that certain Asset Purchase Agreement, dated as of November 26, 2019 (as it may be amended, restated or otherwise modified from time to time, the “Purchase Agreement”), by and among Company, Assignors and FS AVI Holdco, LLC, a Delaware limited liability company (“Holdco”), Assignors agreed to sell to Company substantially all of the assets owned by Sellers and that are Related to the Acquired Business, as such terms are defined in the Purchase Agreement, upon the terms and subject to the conditions set forth in the Purchase Agreement;

B. Pursuant to the Purchase Agreement, the execution and delivery of this Assignment Agreement is a condition precedent to the closing of the transactions contemplated by the Purchase Agreement; and

C. Assignors are willing to assign all rights they may have in and to certain Intellectual Property identified below that is Related to the Acquired Business, as defined in Section 2.01(g) of the Purchase Agreement, on the terms and subject to the conditions set forth in this Assignment Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignors and Company, Assignors and Company agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Purchase Agreement.

2. Assignment. Effective as of the Effective Date, each Assignor hereby irrevocably sells, transfers, assigns, sets over and conveys to the Company, its successors and assigns, all of such Assignor’s worldwide right, title and interest in and to the following:

(a) all Trade Secrets Related to the Acquired Business (collectively, the “Assigned Trade Secrets”);

(b) the Marks listed on Exhibit A attached hereto and all goodwill associated therewith, (collectively, the “Assigned Marks”);

(c) all Copyrights Related to the Acquired Business, including, without limitation, the Copyrights listed on Exhibit A attached hereto (collectively, the “Assigned Copyrights”);

(d) the URLs listed on Exhibit A attached hereto and the proprietary content in or related to such URLs (the “Assigned URLs”, and together with the Assigned Trade Secrets, Assigned Marks and Assigned Copyrights, the “Assigned IP”);

(f) all of Assignor's right to file patent, trademark and copyright applications in the United States and throughout the world for the Assigned IP in the name of the Company, its successors and assigns; and

(g) all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights to causes of action and remedies, related to any of the Assigned IP, including without limitation all proceeds to infringement suits, the right to sue and prosecute for past, present and future infringement, misappropriation or other violation of rights related to the Assigned IP, and all rights corresponding thereto throughout the world for the Assigned IP.

3. Authorization. Each Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign jurisdictions, whose duty is to issue patents, trademarks or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Company and to record Company as owner of the Assigned IP, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Company, its successors, assigns or other legal representatives.

4. Further Assurances. Assignors shall use their respective commercially reasonable efforts to provide the Company, its successors and assigns with all such assistance as it may reasonably request for the full utilization of the rights granted in Section 1, above, including, without limitation, upon request by the Company to execute such applications and any further assignments or other documents or instruments, sign all lawful papers, and make such rightful oaths reasonably necessary to carry out the purposes or intent of this Assignment Agreement and to aid the Company or its successors, assigns or other legal representatives to obtain and enforce proper protection for the Assigned IP in all jurisdictions and to record the Company as owner of the Assigned IP, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of the Company, its successors, assigns or other legal representatives. Without limiting the foregoing, each Assignor will use its respective commercially reasonable efforts to do all things necessary, proper or advisable to reasonably assist Company in transferring all Assigned URLs, including as applicable, placing each such Assigned URL in "unlocked" status and provide to Company the Internet domain name registrars' transfer authorization codes for each of Assigned URLs and any other information reasonably required to effectuate the transfer of such Assignor's right, title and interest in the domain names to Company. Neither Assignor shall assert any right, title or interest in or to any of the Assigned IP and shall not use any of the Assigned IP except as may be expressly authorized by the Company in writing.

5. General.

(a) Governing Law. This Assignment Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to its conflicts of law rules.

(b) Counterparts; Effectiveness. This Assignment Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The exchange of copies of this Assignment Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (.pdf) form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by

combination of such means, shall constitute effective execution and delivery of this Assignment Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. This Assignment Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.

(c) Entire Agreement; No Third Party Beneficiaries. This Assignment Agreement and the Ancillary Agreements constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter of this Assignment Agreement, including the Term Sheet dated June 3, 2019 entered into between Thruline and Buyer. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by either party hereto. None of this Assignment Agreement or the Ancillary Agreements, nor any provision hereof or thereof, is intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

(d) Construction. The headings of the sections and paragraphs of this Assignment Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof. Whenever required by the context, and as used in this Assignment Agreement, the singular number shall include the plural and pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identification of the Person may require. Whenever the words “include,” “includes” or “including” are used in this Assignment Agreement, they shall be deemed to be followed by the words “without limitation”. Whenever the words “hereof,” “herein,” “hereunder,” “hereby” and “herewith” and words of similar import is used in this Assignment Agreement, unless otherwise stated, such word shall be construed to refer to this Assignment Agreement as a whole and not to any particular section or provision of this Assignment Agreement. Reference to any party to this Assignment Agreement or any other agreement or document shall include such party’s successors and permitted assigns. All references to a day or days shall be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided. Time is of the essence of each and every covenant, agreement and obligation in this Assignment Agreement.

(e) Binding Agreement. This Assignment shall be binding on and inure to the benefit of Company and Assignors and their respective successors and assigns.

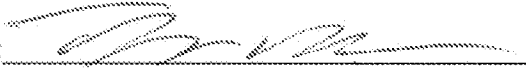
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement on and as of the date first indicated above.

COMPANY:

EDUCATIONDYNAMICS, LLC

By: EDDY LLC

By: 

Name: Thomas Wright

Title: Vice President, CFO and Treasurer

[Signature Page to IP Assignment Agreement]

TRADEMARK
REEL: 006806 FRAME: 0708

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement on and as of the date first indicated above.

COMPANY:

EDUCATIONDYNAMICS, LLC

By: EDDY LLC


By: _____

Name:

Title:

ASSIGNOR PARTIES:


THRULINE MARKETING, INC.

By:  _____

Name: Michael Mitchell

Title: CEO

TARGET MARKETING, INC.

By:  _____

Name: Michael Mitchell

Title: CEO

EXHIBIT A
ASSIGNED IP

ASSIGNED MARKS

Registered Marks

Owner: Target Marketing, Inc.
Mark: **LIQUID EDUCATION**
Registration No.: 4404328
Registration Date: September 17, 2013

Owner: Target Marketing, Inc.
Mark: **LIQUID EDUCATION and Design**



Registration No.: 4504756
Registration Date: April 01, 2014

Common Law Trademarks (Logos)/Tradenames

From Noble Voice Acquisition

Noble Voice
Compliant Lead
Career Advisor
College Locator

From Inside Academics Acquisition



 **INSIDE
ACADEMICS**



Inside Academics
Career School Advisors

From AC Media/DegreeSurf Acquisition

DegreeSurf

ASSIGNED COPYRIGHTS

Copyrights in the proprietary content in or related to the Assigned URLs

ASSIGNED URLS

liquideducation.com
insideacademics.com
adbuypro.com
CHATTANOOGA-COLLEGE.COM
CONTACTEDU.COM
CONTACT-FORMS.COM
CONTACT-FORMS.NET
degreesurf.com
degreesurf.net
DIRMEDIA.COM
edu-net.co
goartinstitutes.com
jobguidepro.com
jwuonline.com
KEISER-EDUCATION.COM
LAURUSCOLLEGEEDU.COM
LEHIRES.COM
LEHIRESME.COM
LIQUIDED.COM
LIQUIDEDCAREERS.COM
LIQUIDEDUCATION.COM
LIQUID-EDUCATION.COM
LIQUIDEDUCATION.NET
LIQUID-EDUCATION.NET
LIQUIDEDUCATION.ORG
OTTAWASIGNIFICANCE.COM
OTTAWASUCCESS.COM
noblevoice.com
POSTUNIVERSITY.INFO
POSTUNIVERSITYANDYOU.COM
s4work.com
snagjobs.us
steponejobs.com
uofcumberlands.com