

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556859

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NCS Pearson, Inc.		04/12/2018	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Credly, Inc.		
Street Address:	349 5th Avenue, Suite 726		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5464857		
CORRESPONDENCE DATA			
Fax Number:			
<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:	8008415890		
Email:	rtaheri@credly.com		
Correspondent Name:	Credly, Inc.		
Address Line 1:	349 5th Avenue, Suite 726		
Address Line 4:	New York, NEW YORK 10016		
NAME OF SUBMITTER:	Ramtin Taheri		
SIGNATURE:	/Ramtin Taheri/		
DATE SIGNED:	01/09/2020		
Total Attachments: 5			
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OP \$40.00 5464857

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Trademark Assignment”), effective as of April 12, 2018 (“Effective Date”), is by and between NCS Pearson, Inc., a Minnesota corporation (“Seller”) and Credly, Inc., a Delaware corporation (“Purchaser”) pursuant to that certain Asset Purchase Agreement (the “Asset Purchase Agreement”) by and between Seller and Purchaser of even date herewith.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has transferred, conveyed and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office and any foreign equivalent thereof.

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably transfers, conveys and assigns to Purchaser, and Purchaser hereby accepts, all of Seller's right, title and interest in and to the trademarks set forth on Schedule 1 (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, together with:

(a) the trademark application set forth on Schedule 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 and/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 authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Purchaser. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Purchaser, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by reference. The parties hereto acknowledge and agree that 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 Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be 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.

5. 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.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the Effective Date.

NCS PEARSON, INC.

By: 

Name: Robert D. Whelan

Title: President, Pearson Assessments

AGREED TO AND ACCEPTED:

CREDLY, INC.

By: _____

Name: Jonathan Finkelstein

Title: CEO

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the Effective Date.

NCS PEARSON, INC.


By: _____

Name:

Title:

AGREED TO AND ACCEPTED:

CREDLY, INC.



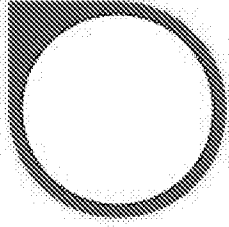
By: _____

Name: Jonathan Finkelstein


Title: CEO

SCHEDULE 1

ASSIGNED TRADEMARKS

Trademark	Juris.	Class(es), Goods & Services	Appln No. /Reg. No.	Filing Date / Reg. Date	Status
Design (Acclaim Badge) 	US	35, 42	86/516663	28 Jan 2015	Pending

Unregistered, Common Law:

Trademark	Juris.
ACCLAIM (word)	US
 Word (stylized and/or with Design)	US