

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM561216

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ECSEL LLC	FORMERLY Donna K. Housman, LLC	02/07/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cadence Education, LLC		
Street Address:	8767 E. Via De Ventura		
Internal Address:	Suite 200		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85258		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87094750	EST. 1985 A CHILD'S PLACE FOR DISCOVERY	
CORRESPONDENCE DATA			
Fax Number:	9735302314		
<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:	9735302025		
Email:	trademarks@csglaw.com		
Correspondent Name:	Peter E. Nussbaum		
Address Line 1:	1 Boland Drive		
Address Line 2:	Chiesa Shahinian & Giantomasi PC		
Address Line 4:	West Orange, NEW JERSEY 07052		
NAME OF SUBMITTER:	Peter E. Nussbaum		
SIGNATURE:	/Peter E. Nussbaum/		
DATE SIGNED:	02/07/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “Agreement”) is entered into as of February 7, 2020, by and among ECSEL LLC (formerly known as Donna K. Housman, LLC), a Delaware limited liability company (the “Assignor”) and Cadence Education, LLC, a Delaware limited liability company (the “Assignee”).

WITNESSETH:

WHEREAS, the Assignor owns all right, title and interest in and to the trademarks and service marks listed on Schedule A hereto, (hereinafter, the “Marks”) and the United States Patent and Trademark Office application and Massachusetts registrations pertaining thereto (hereinafter, the “Registrations”); and

WHEREAS, the Beginnings Child Development Center, Inc., Dr. Donna K. Housman (together, the “Sellers”) and the Assignor have entered into that certain Property Asset Purchase Agreement (the “Asset Purchase Agreement”), dated as of January 31, 2020, pursuant to which, among other things, (i) the Sellers have agreed to cause Assignor to sell, convey, assign, transfer and deliver to the Assignee, and the Assignee agreed to purchase, accept and take from the Assignor, all of the Marks and Registrations, and (ii) the Assignee agreed to assume and pay, perform, honor and discharge when due, the Assumed Liabilities (as defined in the Asset Purchase Agreement), in each case subject to the terms and conditions set forth therein;

WHEREAS, the execution and delivery of this Agreement by the parties hereto is required by Section 1.09 of the Asset Purchase Agreement; and

WHEREAS, the Assignee desires to acquire Assignor’s entire right, title and interest in and to the Marks and the Registrations, and the goodwill associated with the business symbolized by the Marks.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

This Agreement, effective as of the later of the signature dates set forth below, shall be binding upon the parties, their successors and assigns, and all other acting by, through, with or under their direction, and all those in privity with them.

1. Assignment. Assignor hereby sells, assigns and transfers over to Assignee, without reservation, all of Assignor’s right, title and interest in and to the Marks and the Registrations, and the goodwill associated with the business symbolized by the Marks, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives, together with income, royalties, damages or payments due on or after the date hereof.

2. Infringements. Assignor further assigns to Assignee all proceeds to infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto for the Marks and the Registrations.

3. Further Assurances. The Assignor further covenants and agrees that it shall execute such other and further instruments and documents as the Assignee may reasonably request to carry into effect or to evidence further the transfer of the Marks and the Registrations to the Assignee. The Assignee further covenants and agrees that it shall execute such other and further instruments and documents as the Assignor may reasonably request to carry into effect or to evidence further the assumption of the Marks and Registrations by the Assignee.

4. Relation to Asset Purchase Agreement; Inconsistencies. The parties hereby acknowledge and agree that this Agreement is being entered into and delivered pursuant to, and that all of the provisions hereof are subject to, the terms and conditions set forth in the Asset Purchase Agreement. This Agreement is intended to implement the provisions of the Asset Purchase Agreement and shall not be construed to replace, substitute for, expand, enhance, extinguish, impair or limit in any way the representations and warranties, rights, obligations, claims or remedies of any party under the terms and conditions of the Asset Purchase Agreement. In the event of a conflict between the terms and conditions set forth in this Agreement and the terms and conditions set forth in the Asset Purchase Agreement, or the interpretation and application thereof, the terms and conditions set forth in the Asset Purchase Agreement shall prevail, govern and control in all respects.

5. Governing Law. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Delaware, without giving effect to the conflicts of law rules thereof. Each of Assignor and Assignee hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of Delaware and the United States District Court for the District of Delaware in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any of such document may not be enforced in or by said courts, and the parties hereto irrevocably agree that all claims with respect to such actions or proceedings shall be heard and determined in such a court.

6. Counterparts. This Agreement may be executed by facsimile and in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart. Signatures delivered by facsimile transmission or electronic mail (as a Portable Document Format (PDF) file) to another party hereto shall have the same force and effect as any other delivery of a manually signed counterpart of this Agreement.

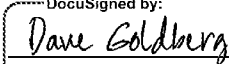
7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

(Signature Page Follows)

IN WITNESS WHEREOF, this Agreement has been duly authorized and executed by the parties hereto as of the date first above written.

ASSIGNEE:


CADENCE EDUCATION, LLC

By: 
Name: ~~David~~ Goldberg
Title: President and CEO

IN WITNESS WHEREOF, this Agreement has been duly authorized and executed by the parties hereto as of the date first above written.


ASSIGNOR:

ECSEL LLC

By: 
Name: Donna K. Housman
Title: Manager

SCHEDULE A

Trademarks and Service Marks

Mark	App. No. / Reg. No.	Goods/Services
	87094750	Educational services, namely, the presentation of seminars, lectures, workshops and panel discussions to train educators to teach in the field of early childhood development and education and providing curricula materials in connection therewith
BEGINNINGS Logo	MA Reg. No. 77031	EDUCATIONAL SERVICES, PRESCHOOL SERVICES KINDERGARTEN SERVICES
SPARK	MA Reg. No 73196	EDUCATIONAL SERVICES
BEGINNINGS	MA Reg. No. 69915	EDUCATIONAL SERVICES: PRESCHOOL SERVICES KINDERGARTEN SERVICES

[Schedule A to the Trademark Assignment]