

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577768

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Edulence Corporation		04/27/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Plato eLearning Holdings, LLC		
Street Address:	2750 Rasmussen Rd. Ste. 107		
City:	Park City		
State/Country:	UTAH		
Postal Code:	84098		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4037601	KNOWLEDGELINK	
Registration Number:	2929667	EDULENCE	
CORRESPONDENCE DATA			
Fax Number:	8046982196		
<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:	804-775-1846		
Email:	jhowell2@mcguirewoods.com		
Correspondent Name:	Stephanie A. Martinez, McGuireWoods LLP		
Address Line 1:	Gateway Plaza, 800 East Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Stephanie A. Martinez		
SIGNATURE:	/Stephanie Martinez/		
DATE SIGNED:	05/22/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “*Trademark Assignment*”), dated as of April 27, 2020, is made by Edulence Corporation, a Delaware Corporation, having an office located at 79 Madison Avenue, 2nd Floor, New York, NY 10016 (“*Assignor*”), for the benefit of Plato eLearning Holdings, LLC, a Delaware limited liability company, having an office located at 2750 Rasmussen Rd. Ste. 107, Park City, Utah 84098 (“*Assignee*”).

WHEREAS, Assignee, Assignor, Plato eLearning, LLC, a Delaware limited liability company, Jon Tota and Brian Edelman entered into that certain Asset Purchase and Contribution Agreement, dated as of the date hereof (the “*Purchase Agreement*”) pursuant to which Assignor has agreed to sell, transfer, convey, assign, and deliver to Assignee all of its right, title and interest in, to and under certain assets of Assignor.

NOW THEREFORE, Assignor hereby agrees as follows:

1. **Assignment**. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor’s right, title and interest in and to (i) those trademark applications and registrations identified and set forth on Schedule 1 attached hereto and all trademarks, trade names, logos, and graphics that are the subject thereof or that are variations of any of the foregoing, including without limitation, all common law rights associated with the foregoing, and (ii) all issuances, extensions and renewals thereof, in each case whether arising under the laws of the United States, any other country, or any treaty regime (collectively, items (i) and (ii) are referred to herein as the “*Assigned Trademark Rights*”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark Rights. The preceding assignment further includes the right to any and all past, current, and future royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the Assigned Trademark Rights as well as any and all past, current, and future claims and causes of action against third parties arising from or with respect to any of the Assigned Trademark Rights, 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, current and future infringement, dilution, misappropriation, violation, misuse, breach or default throughout the world, 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**. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and similar governmental and registration authorities to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such reasonable and necessary steps and actions, and provide such reasonable and necessary cooperation and assistance

to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, exhibits, assignments, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademark Rights to Assignee, or any assignee or successor thereto as contemplated by the Purchase Agreement and this Trademark Assignment.

3. **Successors and Assigns**. This Trademark Assignment shall inure to the benefit of Assignee and its respective successors and assigns.

4. **Governing Law**. This Trademark Assignment and the rights and obligations of the parties shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of Delaware, without regard to conflicts of law doctrines.

5. **Copies**. Copies (facsimile or original) of signatures to this Trademark Assignment shall be deemed to be originals and shall be binding to the same extent as original signatures.

[signature contained on following page]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

EDULENCE CORPORATION

By:  _____

Name: Jon Tota

Title: President

Schedule 1

Assigned Trademarks

	Trademark	Registration Number	Registration Date
1.	Knowledgelink	4,037,601	October 11, 2011
2.	Edulence	2,929,667	March 1, 2005