

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579351

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KNOWBLY LEARNING SYSTEMS, INC.		05/26/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TURNING TECHNOLOGIES, LLC		
Street Address:	255 West Federal Street		
City:	Youngstown		
State/Country:	OHIO		
Postal Code:	44503		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4339549	POE	
Registration Number:	4470971	EYEFAME	
Registration Number:	4558680	BER	
Registration Number:	5413616	POWER TO THE LEARNER	
Registration Number:	4474352	POWER TO THE PUBLISHER	
Serial Number:	87257492	KNOWBLY	
Serial Number:	87939705	LEARNING FUNNEL	
CORRESPONDENCE DATA			
Fax Number:	9374436635		
<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:	937-443-6600		
Email:	ipdocket@thompsonhine.com		
Correspondent Name:	THOMPSON HINE LLP		
Address Line 1:	10050 INNOVATION DRIVE		
Address Line 2:	SUITE 400		
Address Line 4:	DAYTON, OHIO 45342-4934		
NAME OF SUBMITTER:	DAVID R. JAGLOWSKI		
SIGNATURE:	/David R. Jaglowski/		

OP \$190.00 4339549

DATE SIGNED:

06/03/2020

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment Agreement”), dated as of May 26, 2020, is made by Knowbly Learning Systems, Inc., a Delaware corporation (“Seller”), in favor of Turning Technologies, LLC, an Ohio limited liability company (“Buyer”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller dated as of May 26, 2020 (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 Owned Intellectual Property as defined therein, and has agreed to execute and deliver this IP Assignment Agreement, for recording with the United States Patent and Trademark Office;

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 registration applications set forth on Schedule 1 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 that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) 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;

(d) 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

(e) 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 to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request and at Buyer's sole cost and expense, 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 Agreement 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 Agreement 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 IP Assignment Agreement.

5. Successors and Assigns. This IP Assignment Agreement 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 Agreement 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Pages Follow]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment Agreement as of the date first above written.

SELLER:

KNOWBLY LEARNING SYSTEMS, INC.

Kathryn Stewart

By: _____

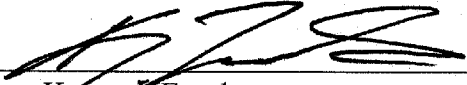
Name: Kathryn Stewart

Title: Chief Executive Officer

Acknowledged and Accepted by:

BUYER:

TURNING TECHNOLOGIES, LLC

By: 
Name: Kenneth Frank
Title: Chief Executive Officer

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent No.	Issue Date
Digital media personalization	U.S.	8,719,169	5/6/2014
Systems, methods, and media for generating structured documents	U.S.	9,441,790	8/9/2016

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration No.	Registration Date
POE	U.S.	4,339,549	5/21/2013
EYEFAME	U.S.	4,470,971	1/21/2014
BER	U.S.	4,558,680	7/1/2014
POWER TO THE LEARNER	U.S.	5,413,616	2/27/2018
POWER TO THE PUBLISHER	U.S.	4,474,352	1/28/2014

Trademark Applications

Mark	Jurisdiction	Application Serial No.	Filing Date
KNOWBLY	U.S.	87/257,492	12/5/2016
LEARNING FUNNEL	U.S.	87/939,705	11/13/2018