

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584463

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hoonuit, Inc.		07/02/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Infobase Holdings, Inc.		
Street Address:	132 West 31st Street, 16th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2943752	ATOMIC LEARNING	
Registration Number:	2943745	ATOMIC LEARNING	
Registration Number:	5229444	LEARNIT. DOIT. SHAREIT. PROVEIT.	
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:	216-566-7165		
Email:	trademarks@thompsonhine.com		
Correspondent Name:	Arthur P. Licygiewicz		
Address Line 1:	3900 Key Center, 127 Public Square		
Address Line 4:	Cleveland, OHIO 44114-1291		
ATTORNEY DOCKET NUMBER:	098721-008 jmb		
NAME OF SUBMITTER:	Arthur P. Licygiewicz		
SIGNATURE:	/Arthur P Licygiewicz/		
DATE SIGNED:	07/02/2020		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of July 2, 2020 (the "Effective Date"), by and between Hoonuit, Inc., a Delaware corporation (the "Assignor"), and Infobase Holdings, Inc., a Delaware corporation (the "Assignee"), is made and delivered pursuant to Section 2.05(f) of that certain Asset Purchase Agreement, dated as of the Effective Date (the "Purchase Agreement"), by and between the Assignee and Hoonuit, LLC ("Seller"). Capitalized terms used in this Assignment that are not otherwise defined herein will have the meanings given thereto in the Purchase Agreement.

WHEREAS, the Seller has agreed to sell (or cause its affiliates, including Assignor to sell) to the Assignee, and the Assignee has agreed to purchase, the Acquired Assets pursuant to the Purchase Agreement; and

WHEREAS, prior to the Effective Date, the Assignor was the sole and exclusive owner of the entire right, title and interest in, to and under the United States and foreign trademark registrations and applications for registration of trademarks listed on Schedule A or that otherwise constitute Acquired Assets and the goodwill associated with all of the foregoing (collectively, the "Trademarks"); and

WHEREAS, the Assignor and the Assignee desire to reflect the Assignor's assignment of the Assignor's title to the Trademarks to the Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Assignor hereby irrevocably sells, assigns, transfers and conveys to the Assignee all of the Assignor's right, title and interest in, to and under the Trademarks and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for the Assignee's own use and enjoyment and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable to Assignor from third parties as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for the Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. The Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record the Assignee as the assignee and owner of the Trademarks and issue any and all registrations thereon to the Assignee as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of the Assignee and its successors, assigns or other legal representatives.

3. This Assignment is being delivered pursuant to Section 2.05(f) of the Purchase Agreement and is a "Transaction Document" within the meaning of the Purchase Agreement. This Assignment is intended to effect part of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions of the Purchase Agreement, none of which are superseded, expanded, limited or otherwise modified by this Assignment. In furtherance and not in limitation of the foregoing, Assignor agrees to provide such further assurances with respect to the Trademarks as may be required of Seller under Sections 2.05(f) or 5.01 of the Purchase Agreement.

4. This Assignment will be governed by, and construed in accordance with, the Laws of the State of Delaware without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

5. This Assignment may be executed in counterparts (including by means of telecopied, facsimile or pdf signature pages), each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

HOONUIT, INC.

DocuSigned by:
By: Clay Anderson
Name: Clay Anderson
Title: Chief Financial Officer

INFOBASE HOLDINGS, INC.

By: _____
Name:
Title:

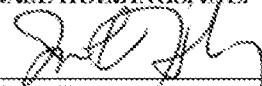
[Signature Page to Infobase – Hoonuit – Trademark Assignment]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

HOONUIT, INC.

By: _____
Name:
Title:


INFOBASE HOLDINGS, INC.

By:  _____
Name: James Housley
Title: Chief Financial Officer

{Signature Page to Infobase - Hoonuit - Trademark Assignment}

SCHEDULE A

Trademarks

Trademark	Country	Status	Serial No.	Filing Date	Reg. No.	Reg. Date	Renewal Due	Owner
ATOMIC LEARNING	Mexico	Registered	656613 (656613T)	17- MAY- 2004	847936	19- AUG- 2004	17-May- 2024	ATOMIC LEARNING, INC. 4341 NASON PARKWAY, ST. MICHAEL, MN, 55376, ESTADOS UNIDOS. UNITED STATES OF AMERICA
ATOMIC LEARNING	United Kingdom	Registered	2363511	18- MAY- 2004	2363511	07- JAN- 2005	Exp 18- MAY-2024	Atomic Learning, Inc 15088 22nd Avenue, NE, Little Falls, MN 56345, United States of America UNITED STATES OF AMERICA
ATOMIC LEARNING & Design 	UNITED STATES	Registered	78337518	07- DEC- 2003	2943752	26- APR- 2005	Renewal due 26- APR-2025	HOONUIT, INC. DELAWARE CORPORATION 15088 22ND AVENUE NE LITTLE FALLS, MINNESOTA, 56345
ATOMIC	UNITED STATES	Registered	78333364	25-	2943745	26-	Renewal	HOONUIT, INC.

Trademark	Country	Status	Serial No.	Filing Date	Reg. No.	Reg. Date	Renewal Due	Owner
LEARNING & Design <i>Atomic Learning</i>	STATES			NOV-2003		APR-2005	due 26- APR-2025	DELAWARE CORPORATION 15088 22ND AVENUE NE LITTLE FALLS, MINNESOTA, 56345
LEARNIT. DOIT. SHAREIT. PROVEIT.	UNITED STATES	Registered	87078711	21-JUN-2016	5229444	20-JUN-2017	Section 8 Declaration due 20-JUN-2023	HOONUIT, INC. DELAWARE CORPORATION 15088 22ND AVENUE NE LITTLE FALLS, MINNESOTA, 56345