

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584947

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cengage Learning, Inc.		11/21/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	LO Ventures LLC		
Street Address:	1100 15th St NW, 4th Floor		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20005		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4487015	DIFFERENCE ENGINE	
Registration Number:	4698276	LEARNING OBJECTS	
Registration Number:	4722318	CAMPUS PACK	
Registration Number:	4726240	CAMPUS PACK	
Registration Number:	4802648	THE OPERATING SYSTEM FOR LEARNING	
Registration Number:	4816248	LEARNING OBJECTS	
Registration Number:	4857726	DIFFERENCE ENGINE	
CORRESPONDENCE DATA			
Fax Number:	6178781345		
<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:	6175735850		
Email:	elizabeth.burkhard@hkllaw.com		
Correspondent Name:	Elizabeth Burkhard/Holland & Knight LLP		
Address Line 1:	10 St. James Avenue, 11th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	148125.00003		
NAME OF SUBMITTER:	Elizabeth Burkhard		
SIGNATURE:	/Elizabeth Burkhard/		

OP \$190.00 4487015

DATE SIGNED:

07/06/2020

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “Agreement”) is entered into as of November 21, 2019, by and among LO Ventures LLC, a Delaware limited liability company (the “Assignee”) and Cengage Learning, Inc., a Delaware corporation (the “Assignor”).

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 United States Patent and Trademark Office applications and registrations pertaining thereto (hereinafter, the “Registrations”); and

WHEREAS, the Assignee and the Assignor have entered into that certain Intellectual Property Asset Purchase Agreement (the “Asset Purchase Agreement”), dated as of the date hereof, pursuant to which, among other things, (i) the Assignor agreed 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 IP Assets (as defined in the Asset Purchase Agreement) 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 Sections 5.1 and 5.2 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. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES HERETO HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.

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.

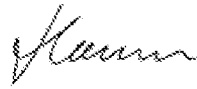
7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

(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.

ASSIGNOR:

CENGAGE LEARNING, INC.

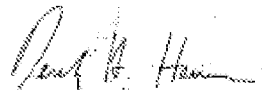
By: 

Name: Michael E. Hansen
Title: Chief Executive Officer

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

ASSIGNEE:

LO VENTURES LLC

By: 

Name: Derek Hamner
Title: Chief Executive Officer

SCHEDULE A

Trademarks and Service Marks

Application No.	US Registration No.	Mark	International Class
85670927	4487015	DIFFERENCE ENGINE	42
86172153	4698276	LEARNING OBJECTS	42
86193549	4722318	CAMPUS PACK	42
86193551	4726240	CAMPUS PACK	42
86452252	4802648	THE OPERATING SYSTEM FOR LEARNING	42
86384529	4816248	LEARNING OBJECTS	42
86399519	4857726	DIFFERENCE ENGINE	42

[Schedule A to the Trademark Assignment]