

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM590167

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Curriculet, Inc.	FORMERLY Gobstopper, Inc.	10/03/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Waterford Institute, Inc.		
<b>Street Address:</b>	1590 East 9400 South		
<b>City:</b>	Sandy		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84093		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4508268	CURRICULET	
<b>Registration Number:</b>	4477826	GOBSTOPPER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	8017062546		
<b>Email:</b>	john@ogilvielawfirm.com		
<b>Correspondent Name:</b>	John Ogilvie		
<b>Address Line 1:</b>	2148 E. 11270 S.		
<b>Address Line 4:</b>	Sandy, UTAH 84092		
<b>NAME OF SUBMITTER:</b>	John Ogilvie		
<b>SIGNATURE:</b>	/John Ogilvie/		
<b>DATE SIGNED:</b>	08/04/2020		
<b>Total Attachments: 15</b>			
source=Waterford-Curriculet-PurchaseAgreement-Redacted#page1.tif			
source=Waterford-Curriculet-PurchaseAgreement-Redacted#page2.tif			
source=Waterford-Curriculet-PurchaseAgreement-Redacted#page3.tif			
source=Waterford-Curriculet-PurchaseAgreement-Redacted#page4.tif			

OP \$65.00 4508268

source=Waterford-Curriculet-PurchaseAgreement-Redacted#page5.tif  
source=Waterford-Curriculet-PurchaseAgreement-Redacted#page6.tif  
source=Waterford-Curriculet-PurchaseAgreement-Redacted#page7.tif  
source=Waterford-Curriculet-PurchaseAgreement-Redacted#page8.tif  
source=Waterford-Curriculet-PurchaseAgreement-Redacted#page9.tif  
source=Waterford-Curriculet-PurchaseAgreement-Redacted#page10.tif  
source=Waterford-Curriculet-PurchaseAgreement-Redacted#page11.tif  
source=Waterford-Curriculet-PurchaseAgreement-Redacted#page12.tif  
source=Waterford-Curriculet-PurchaseAgreement-Redacted#page13.tif  
source=Waterford-Curriculet-PurchaseAgreement-Redacted#page14.tif  
source=Waterford-Curriculet-PurchaseAgreement-Redacted#page15.tif

**ASSET PURCHASE AGREEMENT**

This Asset Purchase Agreement (this "Agreement"), dated as of October 3, 2016 ("Effective Date"), is made by and between Curriculet, Inc., a Delaware corporation ("Seller"), and Waterford Institute Inc., a Delaware corporation ("Buyer").

**WITNESSETH:**

**WHEREAS**, Seller is engaged in the business of developing literacy technologies (the "Business").

**WHEREAS**, Seller desires to sell or assign to Buyer, and Buyer desires to purchase from Seller, all of Seller's right, title and interest to all Intellectual Property and other assets of Seller, including, without limitation, the assets described in Exhibit A (the "Acquired Assets"), but excluding the assets set forth on Exhibit B (the "Excluded Assets"), and excluding in all events the Excluded Liabilities (as defined below) upon the terms and subject to the conditions set forth herein.

**NOW, THEREFORE**, in view of the foregoing premises and in consideration of the mutual covenants, agreements, representations and warranties herein contained, the parties hereto agree as follows:

**ARTICLE I  
PURCHASE AND SALE**

Section I.1 Assets and Delivery. Seller hereby sells, assigns, and transfers to Buyer, free and clear of all Encumbrances, the Acquired Assets. Seller shall deliver to Buyer the Acquired Assets described in Exhibit A. Seller agrees to assist Buyer in every proper and reasonable way to evidence, record and perfect the sale and assignment described above and to apply for and obtain recordation of and from time to time secure, enforce, maintain and defend the assigned rights. Seller shall retain the Excluded Assets and Buyer shall have no rights thereto.

Section I.2 Purchase Price; Transfer Taxes. Buyer shall pay to Seller [REDACTED] in immediately available funds, by wire transfer to instructions provided by Seller, no later than two (2) business days after the completion of the deliveries required in Section I.1. Seller and Buyer agree to reasonably cooperate to minimize the impact of all Taxes levied on the transactions contemplated in this Agreement, including without limitation, the transfer by electronic transmission of all of the Acquired Assets, and Seller shall not deliver any Acquired Assets to Buyer on any tangible medium. Seller will be solely responsible for any transfer, documentary, sales, use, stamp, registration, value added and other such Taxes arising from the transactions contemplated under this Agreement, and shall, at its own expense, timely file any Tax Return or other document with respect to such Taxes or fees (and Buyer shall cooperate with respect thereto as necessary).

Section I.3 No Assumption of Liabilities. Notwithstanding the provisions of Section I.1 or any other provision in this Agreement to the contrary, Buyer shall not assume and shall not be responsible to pay, perform or discharge any Liabilities of Seller or any of its Affiliates of any kind or nature whatsoever (the "Excluded Liabilities"). Seller shall, and shall cause each of its Affiliates to, pay and satisfy in due course all Excluded Liabilities which they are obligated to pay and satisfy. Without limiting the generality of the foregoing, the Excluded Liabilities shall include, but not be limited to, the following:

(a) any Liabilities of Seller arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement and the transactions contemplated hereby

[REDACTED]

and thereby, including, without limitation, fees and expenses of counsel, accountants, consultants, advisers and others;

(b) any Liability for (i) Taxes of Seller (or any stockholder or Affiliate of Seller) or relating to the Business or the Acquired Assets for any Pre-Closing Tax Period; (ii) Taxes that arise out of the consummation of the transactions contemplated hereby or that are the responsibility of Seller pursuant to Section 1.2; or (iii) other Taxes of Seller (or any stockholder or Affiliate of Seller) of any kind or description (including any Liability for Taxes of Seller (or any stockholder or Affiliate of Seller) that becomes a Liability of Buyer under any common law doctrine of de facto merger or transferee or successor liability or otherwise by operation of contract or Law);

(c) any Liabilities relating to or arising out of the Excluded Assets;

(d) any Liabilities in respect of any pending or threatened Action arising out of, relating to or otherwise in respect of the operation of the Business or the Acquired Assets to the extent such Action relates to such operation on or prior to the date hereof;

(e) any Liabilities of Seller arising under or in connection with any Benefit Plan providing benefits to any present or former employee of Seller;

(f) any Liabilities of Seller for any present or former employees, officers, directors, retirees, independent contractors or consultants of Seller, including, without limitation, any Liabilities associated with any claims for wages or other benefits, bonuses, accrued vacation, workers' compensation, severance, retention, termination or other payments;

(g) any trade accounts payable of Seller;

(h) any Liabilities of the Business relating to or arising from unfulfilled commitments, quotations, purchase orders, customer orders or work orders of Seller and the Business;

(i) any Liabilities to indemnify, reimburse or advance amounts to any present or former officer, director, employee or agent of Seller (including with respect to any breach of fiduciary obligations by same);

(j) any Liabilities under any Contracts of Seller;

(k) any Liabilities associated with debt, loans or credit facilities of Seller and/or the Business owing to financial institutions; and

(l) any Liabilities arising out of, in respect of or in connection with the failure by Seller or any of its Affiliates to comply with any Law or Governmental Order.

## ARTICLE II REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

Section II.1 Organization; Authority.

(a) Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized.

(b) Seller has the requisite corporate power and authority to execute and deliver this Agreement. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, have been duly and validly authorized by all necessary corporate action on the part of Seller, and no other proceedings on the part of Seller (including, for the avoidance of doubt, the vote or approval of any owners of Seller) are necessary to authorize this Agreement, or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Seller and, assuming due execution and delivery by Buyer and the other parties thereto, constitutes the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

Section II.2 No Conflicts. The execution and delivery by Seller of this Agreement do not, the performance by Seller of its obligations under this Agreement will not, and the consummation of the transactions contemplated hereby by Seller will not (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, by-laws or other organizational documents of Seller; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to Seller, the Business or the Acquired Assets; (c) require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any Contract to which Seller is a party or by which Seller or the Business is bound or to which any of the Acquired Assets are subject; or (d) result in the creation or imposition of any Encumbrance on the Acquired Assets. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Seller in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Section II.3 Title to Acquired Assets. Seller owns and has good, valid and transferable title to, all of the Acquired Assets free of all liens, claims, mortgages, encumbrances, pledges, security interests or restrictions.

Section II.4 Intellectual Property. Exhibit A sets forth an accurate and complete list of (a) all Intellectual Property owned by or used by Seller in connection with the Business that is registered with any Governmental Authority and all applications for such registration ("Registered Intellectual Property") (and there is no other registered Intellectual Property relating to the Business), (b) all material unregistered Intellectual Property related to the Business, (c) all Internet domain names used by Seller in connection with the Business, and the registrar therefor (all of which are filed in the name of Seller) and (d) all social media accounts and registrations held in the name of Seller or otherwise maintained by or on behalf of the Seller on any third party website or service in connection with the Business (collectively, the "Company Intellectual Property"). Seller has not received notice of any lawsuit, threat or claim that any Company Intellectual Property right included in the Acquired Assets is invalid, unenforceable or misused, or that alleges any infringement or misappropriation of any Company Intellectual Property right included in the Acquired Assets. To Seller's actual knowledge, Seller's operation of the Business prior to the date hereof has not infringed or misappropriated any Intellectual Property right of any third party, and Seller has received no notice of any lawsuit, threat or claim of any such infringement or misappropriation.

Seller's current accounts payable and any lease liabilities are itemized on Schedule 2.5, attached hereto, all of which will be paid out of proceeds of the consummation of the transaction contemplated hereby.

Section II.6 Benefits. Seller has no outstanding Liability under any Benefit Plan, including any obligation to provide post-termination or retiree welfare benefits to any individual for any reason.

Section II.7 Employment Matters. Except as set forth in Schedule 2.7, as of the date hereof, all compensation, including wages, commissions and bonuses payable to all employees, independent contractors or consultants of the Business for services performed on or prior to the date hereof have been paid in full and there are no outstanding agreements, understandings or commitments of Seller with respect to any compensation, commissions or bonuses.

Section II.8 Taxes. All Tax Returns required to be filed by Seller for any Pre-Closing Tax Period have been, or will be, timely filed. Such Tax Returns are, or will be, true, complete and correct in all respects. All Taxes due and owing by Seller (whether or not shown on any Tax Return) have been, or will be, timely paid. Seller has withheld and paid each Tax required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, customer, shareholder or other party, and complied with all information reporting and backup withholding provisions of applicable Law.

Section II.9 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

### ARTICLE III COVENANTS

Section III.1 Public Announcements. Seller and Buyer will consult with and provide each other the opportunity to review and comment upon any press release or other public statement or comment prior to the issuance of such press release or other public statement or comment relating to this Agreement or the transactions contemplated hereby and shall not issue any such press release or other public statement or comment prior to such consultation.

Section III.2 Change of Name. No later than ten (10) business days following the date of this Agreement, Seller shall amend its organizational documents to take all actions necessary to change its name to one sufficiently dissimilar to "Curriculet".

Section III.3 Confidentiality. From and after the consummation of the transactions contemplated hereby, Seller shall, and shall cause its Affiliates to, hold, and shall use its reasonable best efforts to cause its or their respective Representatives to hold, in confidence any and all information, whether written or oral, concerning the Business, except to the extent that Seller can show that such information (a) is generally available to and known by the public through no fault of Seller, any of its Affiliates or their respective Representatives; or (b) is lawfully acquired by Seller, any of its Affiliates or their respective Representatives from and after the date hereof from sources which are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If Seller or any of its Affiliates or their respective Representatives are compelled to disclose any information by judicial or administrative process or by other requirements of Law, Seller shall promptly notify Buyer in writing and shall disclose only that portion of such information which Seller is advised by its counsel in writing is legally required to be disclosed, provided that Seller shall use reasonable best efforts to obtain an



appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

Section III.4 Bulk Sales Laws. The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Acquired Assets to Buyer; it being understood that any Liabilities arising out of the failure of Seller to comply with the requirements and provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction shall be treated as Excluded Liabilities.

Section III.5 Further Assurances. Seller shall execute and deliver such further certificates, agreements and other documents and take such other actions as Buyer may reasonably request to consummate or implement the transactions contemplated hereby or to evidence such events or matters, including transferring to Buyer any Acquired Assets which was not timely transferred to Buyer. If Buyer is unable for any reason whatsoever to secure Seller's signature to any document reasonably requested by Buyer under Section 1.1, Seller hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents as Seller's agents and attorneys-in-fact, coupled with an interest and with full power of substitution, to act for and on Seller's behalf and instead of Seller, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by a duly authorized representative of Seller.

#### ARTICLE IV MISCELLANEOUS

Section IV.1 Amendments; Assignment. This Agreement may be amended, and any provision hereof waived, only with the written consent of each of Buyer and Seller. No failure or delay by either party in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties, except that Buyer may assign, in its sole discretion, in whole or in part, its rights, interest and obligations under this Agreement to any of its affiliates without the prior written consent of Seller.

Section IV.2 Severability. Any term or provision of this Agreement that is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement. Upon any such determination, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

Section IV.3 Interpretation. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. References to this "Agreement" include all Exhibits, which are incorporated into this Agreement by reference.

Section IV.4 Counterparts; Entire Agreement; Remedies. This Agreement may be executed and delivered in one or more counterparts (including by facsimile or PDF copies thereof), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the

parties and delivered (by fax or otherwise) to the other parties. This Agreement (including the exhibits hereto) constitutes the entire agreement and supersedes all other prior agreements and understandings between the parties with respect to the subject matter hereof. The parties agree that irreparable damage would occur in the event any provision of this Agreement is not performed in accordance with its terms and that the parties shall be entitled to specific performance of the terms of this Agreement, in addition to any other remedy at law or equity.

Section IV.5 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 4.5):

If to Seller: 1605 Hopkins Avenue \_\_\_\_\_  
Redwood City, CA 94062 \_\_\_\_\_  
\_\_\_\_\_  
Attention: Jason Singer \_\_\_\_\_  
E-mail: \_\_\_\_\_

If to Buyer: Waterford Institute, Inc. \_\_\_\_\_  
1590 E 9400 S \_\_\_\_\_  
Sandy, UT 84093 \_\_\_\_\_  
\_\_\_\_\_  
Attention: Tom Ness \_\_\_\_\_  
E-mail: tomness@waterford.org \_\_\_\_\_

Section IV.6 Costs and Expenses. All costs and expenses associated with this Agreement and the transactions contemplated thereby, including the fees of counsel and accountants, shall be borne by the party incurring such expenses, except as otherwise provided in this Agreement.

Section IV.7 Governing Law; Venue; Waiver of Jury Trial.

(a) This Agreement, and all claims or causes of action (whether at law, in contract or in tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance hereof, shall be governed by and construed in accordance with the laws of the State of California without giving effect to conflicts of laws principles.

(b) ANY ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF UTAH IN EACH CASE LOCATED IN SALT LAKE COUNTY, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY





WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS Section 4.7(c).

Section IV.8 Survival. The representations, warranties and covenants set forth in this Agreement shall survive the closing or other consummation of the transactions contemplated by this Agreement.

#### ARTICLE V DEFINITIONS

Section V.1 Certain Definitions. For purposes of this Agreement, in addition to other definitions provided herein, the following terms will have the following meanings when used herein:

*"Action"* means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

*"Affiliate"* of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms *"controlled by"* and *"under common control with"*) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

*"Benefit Plan"* means each pension, benefit, retirement, compensation, employment, consulting, profit-sharing, deferred compensation, incentive, bonus, performance award, phantom equity, stock or stock-based, change in control, retention, severance, vacation, paid time off, welfare, fringe-benefit and other similar agreement, plan, policy, program or arrangement (and any amendments thereto), in each case whether or not reduced to writing and whether funded or unfunded, including each "employee benefit plan" within the meaning of Section 3(3) of ERISA, whether or not tax-qualified and whether or not subject to ERISA, which is or has been maintained, sponsored, contributed to, or required to be contributed to by Seller for the benefit of any current or former employee, officer, director, retiree, independent contractor or consultant of the Business or any spouse or dependent of such individual, or under which Seller or any of its ERISA Affiliates has or may have any Liability, or with respect to which



Buyer or any of its Affiliates would reasonably be expected to have any Liability, contingent or otherwise.

*"Contract"* means any contract, lease, deed, mortgage, license, instrument, note, commitment, undertaking, indenture, joint venture and all other agreements, commitments and legally binding arrangements, whether written or oral.

*"Encumbrance"* means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

*"ERISA"* means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

*"Governmental Authority"* means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

*"Governmental Order"* means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

*"Intellectual Property"* means all intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the Laws of any jurisdiction throughout the world, whether registered or unregistered, including any and all: (a) trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing; (b) internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority, web addresses, web pages, websites and related content, accounts with Twitter, Facebook and other social media companies and the content found thereon and related thereto, and URLs; (c) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights, and all registrations, applications for registration and renewals of such copyrights; (d) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential and proprietary information and all rights therein; (e) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other Governmental Authority-issued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models); (f) software and firmware, including data files, source code, object code, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation; (g) royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (h) all rights to any Actions of any nature available to or being pursued by Seller to the extent related to the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive relief for 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.

**"Law"** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

**"Liability"** means any liability, obligation or commitment of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

**"Permit"** means any permit, license, franchise, approval, authorization, registration, certificate, variance and similar right obtained, or required to be obtained, from Governmental Authorities.

**"Person"** means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

**"Pre-Closing Tax Period"** means any taxable period ending on or before the date hereof and, with respect to any taxable period beginning before and ending after the date hereof, the portion of such taxable period ending on and including the date hereof.

**"Representative"** means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

**"Taxes"** means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

**"Tax Return"** means any return, declaration, report, claim for refund, information return or statement or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.


[Signature page follows]



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

**BUYER**

Waterford Institute, Inc.

By:   
Name: Benjamin Houston  
Title: Chief Executive Officer

**SELLER**

Curriculet, Inc.

By:   
Name: Jason Singer  
Title: Chief Executive Officer



## EXHIBIT A

**1. Intellectual Property.** All Intellectual Property owned by Seller or related to the Business, including, without limitation:

- All data and information relating to the Business including strategic plans, competitive analysis, and product road maps.
- Curriculet corporate name, trade mark, and service mark, and all goodwill appurtenant thereto
- Domain names:
  - curriculet.com
  - gobstopper.com
  - curriculit.org
  - curriculet.us
  - curriculet.info
  - curriculet.org
  - curriculit.co
  - curriculit.net
  - curriculet.co
  - curriculet.net
  - curriculet.biz
  - curriculet.mobi
  - 
  -
- Website content and data (including user accounts)
- Technology platform, with all supporting documentation, code, and marketing materials, including technical specs, backlog of maintenance/fix items,

All books and records regarding the above will be delivered on the Effective Date, in electronic form only, to the extent possible. Seller will cooperate with Buyer to transfer the domain names to Buyer's control.

#### Description of Technology

##### Curriculet Reading Platform

(see technical specs for more specifics on the engineering of the product)

The Curriculet Digital Reading Platform is comprised of several pieces:

- A digital reader that displays content from epub, pdfs, and json
- A store that allows users to purchase short term book rentals
- A Learning Management System (LMS) that collects and renders data effectively tracking and describing student progress and mastery of standards while they read and respond to checkpoints
- A content management system that allows us to:
  - Import books, USA Today content, etc.
  - Assign content to members of the content development team
  - Monitor and edit internally developed content
  - Publish internally developed content
- Syncing to several platforms:
  - Clever
  - Education Elements



- Edmodo
- Tools allowing users to:
  - Create their own curriculets by building a layer of questions, quizzes and rich media directly into the text
  - Assign readings to their students and classrooms
  - Upload content of their own into their library to assign and/or to be the basis of a curriculet they create
  - Share curriculets with colleagues, friends or broadly through social media

#### **Curriculet Content for Books**

- Curriculets comprised of questions appearing on every fourth page on average, three (3) quizzes per book, and rich media annotations for over 1780 of the most popular and most taught books.
- Written curriculets for books for the most taught and most read books from the largest publishers:
  - Penguin Random House
  - HarperCollins
  - Houghton Mifflin Harcourt
  - Simon and Schuster
  - Oxford University Press
  - Saddleback Press
- A library of over 1,780 curriculets are for a diverse set of books with lexile levels appropriate for 3rd 12<sup>th</sup> grades. A complete list of books that have curriculet layers is available in the locker.

#### **USA Today Curriculet Layers**

- Curriculet layers for 2,277 articles appearing in USA Today since March of 2015.
- Specific and complete list of the 2277 articles is available in the locker.

#### **2. Books and Records**

- Copies of
  - all publisher agreements including remaining and unused pre-purchased licenses for content
  - All software licenses and subscriptions previously purchased or obtained by Seller

#### **3. Third Party Accounts**

- Facebook.com
- Twitter.com
- Intercom.io data for 35,000 Teachers
- Mixpanel data for 752,740 users
  - 666,112 students
  - 84,373 teachers

On the Effective Date, Seller will deliver the credentials for such accounts.

#### **4. Tangible Assets**

- None



**EXHIBIT B**

**Excluded Assets**

- Computers, servers and other hardware assets
- All furniture and supplies
- Cash and current receivables
- All Contracts of the Business
- the corporate seals, organizational documents, minute books, stock books, Tax Returns, books of account or other records having to do with the corporate organization of Seller;
- Capital stock of Seller or any subsidiaries of Seller
- All Benefit Plans and assets attributable thereto
- the rights which accrue or will accrue to Seller under this Agreement



Schedule 2.5  
Seller's Current Liabilities





Schedule 2.7

Seller's Current Employment Matters

- There are no existing employment matters.

