

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595973

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Whitebox Learning LLC		09/03/2020	Limited Liability Company: KENTUCKY
RECEIVING PARTY DATA			
Name:	Flinn Scientific, Inc.		
Street Address:	770 Raddant Rd.		
City:	Batavia		
State/Country:	ILLINOIS		
Postal Code:	60510		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5001468	WHITEBOX LEARNING	
CORRESPONDENCE DATA			
Fax Number:	5025610442		
<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:	5025841135		
Email:	jray@middletonlaw.com		
Correspondent Name:	Julie Gregory Ray		
Address Line 1:	401 S. Fourth Street		
Address Line 2:	Suite 2600		
Address Line 4:	Louisville, KENTUCKY 40202		
NAME OF SUBMITTER:	Julie Gregory Ray		
SIGNATURE:	/Julie Gregory Ray/		
DATE SIGNED:	09/04/2020		
Total Attachments: 2			
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MEMORANDUM OF TRADEMARK ASSIGNMENT

THIS MEMORANDUM OF TRADEMARK ASSIGNMENT (“Assignment”), effective as of October 24, 2017, is by Whitebox Learning LLC, a limited liability company then organized under the laws of the Commonwealth of Kentucky (“Assignor” or “the Business”), and between Flinn Scientific, Inc., a corporation organized under the laws of the State of Delaware (“Assignee”). For purposes of this Assignment, Assignor and Assignee shall also be referred to as the “Parties” or individually as a “Party.”

WITNESSETH :

WHEREAS, Assignor was the owner of all right, title and interest in and to the trademark/service mark WHITEBOX LEARNING, whether in standard character or design format (the “Mark”), and the corresponding registration therefor with the United States Patent & Trademark Office (“USPTO”), namely, Reg. No. 5,001,468 (the “Registration”), and continued to use the Mark in commerce, all as of and up to October 24, 2017;

WHEREAS, pursuant to the Parties’ agreement otherwise memorialized in the document entitled Securities Purchase Agreement dated October 24, 2017, the terms of which are incorporated herein by reference, Assignee acquired the Business and all of the assets relating thereto from Assignor, including the Mark and Registration;

WHEREAS, the undersigned, Thomas Robertson, is authorized to execute this Memorandum of Trademark Assignment herein on behalf of Whitebox Learning LLC, which was dissolved as of June 27, 2018, and also pursuant to KRS 275.300 as part and parcel of winding down the Business, to memorialize the prior assignment of the Mark and Registration to Assignee;

WHEREAS, the Parties now desire to memorialize the transfer and assignment of the Mark and Registration from Whitebox Learning LLC to Flinn Scientific, Inc., effective October 24, 2017;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned does hereby memorialize the prior assignment of the Mark and Registration by Assignor unto Assignee, effective October 24, 2017, without any restrictions, reservations, or limitations, including:

1. the transfer and assignment of Assignor’s entire and exclusive right, title and interest in and to the Mark and Registration, together with the goodwill of the business connected with the use of and symbolized by the Mark and Registration, including the right to register the Mark in Assignee’s name throughout the world; and

2. the transfer and assignment of the sole right to enforce rights in the Mark and Registration, and all rights of priority and protection of interests therein under the laws of any jurisdiction worldwide based on the Mark and Registration, including the right to sue for and recover for Assignee’s own use, accrued profits or damages for any and all causes of action, claims, and

demands and other rights for infringements thereof, including, but not limited to past infringements with respect to which Assignor waives any right to receive any portion thereof.

Assignor covenants that it has the full right to enter into this Memorandum of Trademark Assignment and further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the legal and record owner of each of the rights hereby conveyed.

NOW, Thomas Robertson, on behalf of Whitebox Learning LLC, does hereby memorialize the prior assignment of the Mark and Registration to Flinn Scientific, Inc., effective and as of October 24, 2017.

Whitebox Learning LLC

By: 

Name: Thomas Robertson

Title: Chairman

Dated: 9/3/2020