

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599944

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASTERIA EDUCATION, INC.		09/24/2020	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	ASTERIA LEARNING, INC.		
Street Address:	116 Kestrel Drive		
City:	Spring Branch		
State/Country:	TEXAS		
Postal Code:	78070		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4357757	PREPWORKS STUDENT PERFORMANCE MAXIMIZED	
Registration Number:	4350096	PREPWORKS	
Registration Number:	4357756		
Registration Number:	5895832	LEARNING POSITIONING SYSTEM	
Registration Number:	5841386	AGE-APPROPRIATE BLENDED LEARNING	
Registration Number:	4350095	INFUSED HUMAN INTELLIGENCE	
Registration Number:	4358137	LEARNING POSITIONING SYSTEM	
Registration Number:	2706291	TESTSMART	
Registration Number:	4696129	STAAR MASTER	
Registration Number:	4080599	STAAR MASTER	
Registration Number:	4408613	LEARNING POSITIONING SYSTEM	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	tadmin@reinhartlaw.com		
Correspondent Name:	Daniel E. Kattman		
Address Line 1:	1000 N. Water Street		
Address Line 2:	Suite 1700		
Address Line 4:	Milwaukee, WISCONSIN 53202		

CH \$290.00 4357757

TRADEMARK

NAME OF SUBMITTER:	Heidi R. Thole
SIGNATURE:	/hrt/
DATE SIGNED:	09/28/2020
Total Attachments: 4 source=Trademark Assignment - Asteria#page1.tif source=Trademark Assignment - Asteria#page2.tif source=Trademark Assignment - Asteria#page3.tif source=Trademark Assignment - Asteria#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of September [24], 2020 between ASTERIA EDUCATION, INC., a Texas corporation ("Assignor"), and ASTERIA LEARNING, INC., a Delaware corporation ("Assignee").

RECITALS

A. On September 14, 2020, Assignor entered into an Asset Purchase Agreement (the "Agreement") with certain other parties (the "Original Buyer") pursuant to which Assignor agreed to assign certain trademarks, including the trademarks listed on Exhibit A attached hereto (the "Assigned Trademarks"), to the Original Buyer or an assignee of the Original Buyer.

B. On the date hereof, the Original Buyer assigned its rights under the Agreement to Assignee.

C. Assignor desires by execution of this Assignment to confirm the assignment of all rights, title and interest in and to the Assigned Trademarks to Assignee, and Assignee desires by execution of this Assignment to confirm the assignment of all of Assignor's rights, title, and interest in the Assigned Trademarks to Assignee.

AGREEMENT

For good and valuable consideration, including that recited in the Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns the Assigned Trademarks as follows:

1. Definition of the Assigned Trademark. The term "Assigned Trademarks" shall mean the trademark registrations listed on Exhibit A, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; and (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and/or initiate any proceeding to collect damages and payments for past or future infringements thereof.

2. Assignment of the Assigned Trademarks. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns all of Assignor's right and title to and interest in the Assigned Trademarks.

3. Further Assurances. Assignor agrees to take all reasonable and necessary steps to implement the provisions of this Assignment. Assignor shall provide Assignee, its successors, and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation) as may be reasonably required in the implementation or perfection of this Assignment; provided, however, that Assignor is not required to incur any costs in connection therewith.

4. Governing Law. This Assignment shall be governed by the laws of the state of Texas and the federal laws of the United States without giving effect to any rule or provision thereof which would cause the application of the law of any other state.

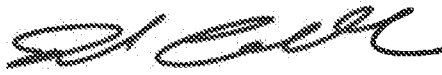
5. Facsimile Signature; Counterparts. This Assignment may be executed by facsimile delivery or other electronic means (i.e., PDF) of original signatures and in counterparts, each of which shall be considered one and the same agreement, and shall become effective when such counterparts have been signed by each party and delivered to the other party.

[Signature page follows.]

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties as of the date first written above.

ASSIGNOR:

ASTERIA EDUCATION, INC.

BY: 
NAME: Daid Cumberbatch
TITLE: CEO

ASSIGNEE:

ASTERIA LEARNING, INC.

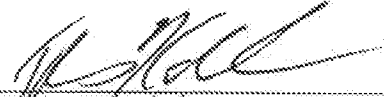
BY: 
NAME: Thio Kalla
TITLE: President

Exhibit C-1

ML REF NO.	TRADEMARK	COUNTRY	OWNER WITH TM OFFICE	STATUS
US-ASTER-005A	AGE-APPROPRIATE BLENDED LEARNING	US	Asteria Education, Inc.	Registered
US-ASTER-011A	INFUSED HUMAN INTELLIGENCE	US	Asteria Education, Inc.	Registered
US-ASTER-006A	LEARNING POSITIONING SYSTEM	US	Asteria Education, Inc.	Registered
US-ASTER-006B	LEARNING POSITIONING SYSTEM	US	Asteria Education, Inc.	Registered
US-ASTER-006C	LEARNING POSITIONING SYSTEM	US	Asteria Education, Inc.	Registered
US-ASTER-008A	 Open Book Design	US	Asteria Education, Inc.	Registered
US-ASTER-010A	PREPWORKS	US	Asteria Education, Inc.	Registered
US-ASTER-007A	 PREPWORKS STUDENT PERFORMANCE MAXIMIZED & Design	US	Asteria Education, Inc.	Registered
TX-ASTER-001A	STAAR MASTER	Texas	ECS Learning Systems, Inc.	Registered
US-ASTER-001B	STAAR MASTER	US	Asteria Education, Inc.	Registered
US-ASTER-001A	STAAR MASTER	US	Asteria Education, Inc.	Registered
TX-ASTER-012A	TAKS MASTER	Texas	ECS Learning Systems, Inc.	Registered
US-ASTER-002A	TESTSMART	US	Asteria Education, Inc.	Registered

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