

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM602634

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	01/31/2019		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OnCourse Learning Corporation		01/25/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Relias LLC		
<b>Street Address:</b>	111 Corning Road		
<b>Internal Address:</b>	Suite 250		
<b>City:</b>	Cary		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27518		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3860423	WCEI	
<b>Registration Number:</b>	3880738	CWCMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8602860115		
<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>	860-286-2929		
<b>Email:</b>	TM-CT@cantorcolburn.com		
<b>Correspondent Name:</b>	Alison M. Caless		
<b>Address Line 1:</b>	Cantor Colburn LLP		
<b>Address Line 2:</b>	20 Church Street, Floor 22		
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103		
<b>ATTORNEY DOCKET NUMBER:</b>	RAL0050TUS		
<b>NAME OF SUBMITTER:</b>	Alison M. Caless		
<b>SIGNATURE:</b>	/amc/		
<b>DATE SIGNED:</b>	10/13/2020		
<b>Total Attachments: 18</b>			

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## AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** is entered into as of the 25<sup>th</sup> day of January, 2019 by and between OnCourse Learning Corporation, a Delaware corporation (the “*Merging Entity*”) and Relias LLC, a Delaware limited liability company (the “*Surviving Entity*”).

1. At the Effective Time, the Merging Entity shall be merged with and into the Surviving Entity, and the separate existence of the Merging Entity shall cease (the “*Merger*”).
2. All stock of the Merging Entity is designated common stock. Thirty thousand (30,000) shares are authorized, and seventeen thousand three hundred thirty eight (17,338) shares are outstanding. Each share of common stock of the Merging Entity outstanding immediately prior to the Merger shall be cancelled at the Effective Time by virtue of the Merger and without any action on the part of the holder thereof, and no consideration shall be issued in respect thereof.
3. Each membership interest in the Surviving Entity outstanding immediately prior to the Merger shall remain unchanged and continue to remain outstanding at the Effective Time as a membership interest in the Surviving Entity.
4. The certificate of formation and limited liability company agreement of the Surviving Entity in effect immediately prior to the Merger shall remain the certificate of formation and limited liability company agreement of the Surviving Entity unless and until amended in accordance with their terms and applicable law.
5. The name of the Surviving Entity shall be **RELIAS LLC** until changed in accordance with applicable requirements.
6. At the Effective Time, the Surviving Entity shall succeed to and possess all of the rights, privileges and powers of the Merging Entity, and all of the assets and property of whatever kind and character of the Merging Entity shall vest in the Surviving Entity without further act or deed. From the Effective Time, the Surviving Entity shall be liable for all of the liabilities and obligations of the Merging Entity, and any claim or judgment against the Merging Entity may be enforced against the Surviving Entity.
7. If at any time the Surviving Entity shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving Entity the title to any property or right of the Merging Entity, or otherwise to carry out the provisions hereof, the representatives of the Merging Entity as of the Effective Time shall execute and deliver any and all deeds, assignments and assurances, and do all things necessary or proper, to vest, perfect or convey title to such property or right in the Surviving Entity and otherwise to carry out the provisions of this Agreement.

8. The Merger shall become effective on January 31, 2019 at 11:59 P.M. Eastern Standard Time (the "*Effective Time*"), as shall be specified in a Certificate of Merger to be filed with the Secretary of State of the State of Delaware. The Surviving Entity shall cause such other documents or instruments as may be prescribed by the laws of any other relevant jurisdiction to be filed or recorded, as required, in connection with the Merger.

9. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the day and year first written above.

**ONCOURSE LEARNING CORPORATION**

By: 

Vera L. Noriega, Secretary

**RELIAS LLC**

By: 

Vera L. Noriega, Assistant Secretary

# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"ONCOURSE LEARNING CORPORATION", A DELAWARE CORPORATION, WITH AND INTO "RELIAS LLC" UNDER THE NAME OF "RELIAS LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF JANUARY, A.D. 2019, AT 7:08 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF JANUARY, A.D. 2019 AT 11:59 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



  
Jeffrey W. Bullock, Secretary of State

6886799 8100M  
SR# 20190652322

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 202184246  
Date: 02-01-19

**TRADEMARK**  
**REEL: 007074 FRAME: 0883**

CERTIFICATE OF MERGER

MERGING

ONCOURSE LEARNING CORPORATION  
a Delaware corporation,

WITH AND INTO

RELIAS LLC,  
a Delaware limited liability company,

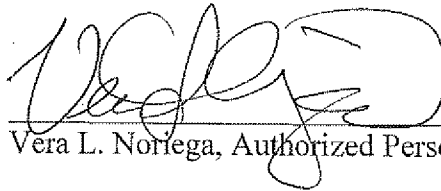
Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law and Title 6, Section 18-209(c) of the Delaware Limited Liability Company Act, the undersigned limited liability company executed the following Certificate of Merger:

1. The name of the surviving limited liability company is **Relias LLC** and the name of the corporation being merged into this surviving limited liability company is **OnCourse Learning Corporation**.
2. The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by the surviving limited liability company and the merging corporation.
3. The name of the surviving limited liability company is **Relias LLC**.
4. The merger is to become effective on January 31, 2019 at 11:59 P.M. Eastern Standard Time.
5. The executed Agreement and Plan of Merger is on file at 1745 Broadway c/o Bertelsmann, Inc., New York, NY 10019.
6. A copy of the Agreement and Plan of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of any constituent limited liability company or stockholder of any constituent corporation.

*[Signature Page Follows]*

IN WITNESS WHEREOF, said surviving limited liability company has caused this certificate of merger to be signed by an authorized person as of this 31<sup>st</sup> day of January, 2019.

By:

A handwritten signature in black ink, appearing to read 'V. Noriega', written over a horizontal line.

Vera L. Noriega, Authorized Person



## STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT, dated August 20, 2018 (this "Agreement"), is made and entered into by and between CIP OCL Investments, LLC, a Delaware limited liability company ("Seller"), and Online HealthNow Inc., a Florida corporation ("Buyer" and, together with Seller, each a "Party" and, collectively, the "Parties").

WHEREAS, Seller owns 1,000 shares of Common Stock (the "Shares") which constitute all of the issued and outstanding shares of capital stock of CIP OCL Holdings, Inc., a Delaware corporation (the "Company");

WHEREAS, the Company owns all of the issued and outstanding shares of capital stock of CIP OCL Acquisition Inc., a Delaware corporation ("Intermediate");

WHEREAS, Intermediate owns all of the issued and outstanding shares of capital stock of OnCourse Learning Corp., a Delaware corporation ("OCL"); and

WHEREAS, the Parties desire to enter into this Agreement pursuant to which Seller will sell to Buyer, and Buyer will purchase from Seller, all of the Shares on the terms and subject to the conditions set forth herein.

“Intellectual Property” means, collectively, (a) all inventions, invention disclosures, all improvements thereto, and all letters patent and pending applications for patents of the United States and all countries foreign thereto and all reissues, reexaminations, divisions, continuations, continuations-in-part and extensions thereof; (b) all trademarks, service marks, trade names, corporate names, Internet domain names, logos, slogans, trade dress, design rights, together with all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; (c) all published and unpublished works of authorship, and all applications, registrations and renewals of copyrights in connection therewith; (d) all mask works and all applications, registrations, and renewals in connection therewith; (e) all trade secrets and confidential or proprietary information, know-how, inventions, processes, formulae, models, and methodologies; and (f) all copies and tangible embodiments of the foregoing (in whatever form or medium), in each case to the extent not including any IT Assets.

**ARTICLE II**  
**PURCHASE AND SALE**

Section 2.1 The Purchase and Sale. On the terms and subject to the conditions of this Agreement, at the Closing, Seller shall sell, transfer and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all of the Shares free and clear of all Encumbrances other than Encumbrances created by Buyer.

Section 3.8 Intellectual Property.

(a) Schedule 3.8(a) sets forth a true and complete list as of the date hereof (specifying the owner thereof and the registration or application number if applicable) of all United States and foreign patented or registered Intellectual Property owned by the Company or any Company Subsidiary and material to the operation of their business, and all applications therefor. The Company and each Company Subsidiary has taken commercially reasonable steps to maintain and protect the registered Intellectual Property and will continue to maintain and protect such registered Intellectual Property as of the Closing so as not to materially and adversely affect the validity or enforceability thereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

BUYER:

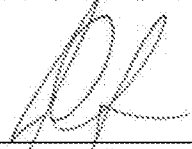
**ONLINE HEALTHNOW INC.**

By: James C. Trandflor  
Name:  
Title:

SELLER:

**CIP OCL INVESTMENTS, LLC**

By: \_\_\_\_\_



Name: Justin Lipton

Title: Authorized Person

*[Signature Page to Stock Purchase Agreement]*

**TRADEMARK**  
**REEL: 007074 FRAME: 0891**

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**Disclosure Schedules**  
**to**  
**STOCK PURCHASE AGREEMENT**  
**by and between**  
**CIP OCL INVESTMENTS, LLC**  
**and**  
**ONLINE HEALTHNOW INC.**

**August 20, 2018**

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These Disclosure Schedules are furnished by the Seller to the Buyer pursuant to and as part of that certain Stock Purchase Agreement (the "Agreement"), dated as of August 20, 2018, by and between CIP OCL Investments, LLC, a Delaware limited liability company ("Seller"), and Online HealthNow Inc., a Florida corporation ("Buyer" and, together with Seller, each a "Party" and, collectively, the "Parties").




Schedule 3.8

Intellectual Property

Registered Trademarks

See attached.

Trademark	Status	Serial #
PROSCHOOLS	Issued	77/109,986
AHIT & design	Issued	85/905,946
AMERICAN HOME INSPECTORS TRAINING INSTITUTE	Issued	85/905,914
TRAININGPRO & design	Renewed	78/252,270
WE'RE ALL ABOUT YOU	Issued	85/170,842
ARTISAN	Issued	77/487,438
SYMPHONY	Issued	77/477,641
BANKERSEdge	Renewed	75/441,032
BLEND VOCATION WITH VACATION	Renewed	76/244,624
CE DIRECT	Renewed	76/518,226
NURSING SPECTRUM	Renew Pending	73/706,456
NUTRITION DIMENSION	Renewed	78/555,823
TODAY IN OT	Issued	77/494,017
TODAY IN PT	Renewed	77/070,123
DISTANCECME & design	Issued	85/310,475
NURSE.COM	Published - 6/28/18	87/356,425
INSPECTIT	Issued	87/356,449
ONCOURSE	Pending	87/614,152
ONCOURSE LEARNING	Pending	87/614,160
MEDIFECTA HEALTHCARE TRAINING	Renewed	77/051,381
NATIONAL CAREGIVER TRAINING PROGRAM	Renewed	77/357,881

Trademark	Status	Serial #
IPCED	Issued	86/293,237
EASYCEU	Issued	86/293,355
INSTITUTE FOR PROFESSIONAL CARE EDUCATION	Issued	86/293,216
FAMILY LEARNING CENTER	Issued	86/293,369
AQUIRE TRAINING SOLUTIONS	Issued	86/293,335
CARE AND COMPLIANCE GROUP	Issued	86/545,449
STRINGHAM SCHOOLS	Issued	85/877,874
SS & design	Issued	85/877,887
NURSEWEEK	Renewed	74618182
SKIN IS IN	Issued	86370764
WOUND CARE EDUCATION INSTITUTE & Design	Renewed	
		77091162
CERTIFIED WOUND CARE MARKET SPECIALIST	Issued	77762560
WCEI	Issued	77950839
CWCMS	Issued	77705220
WOW WILD ON WOUNDS	Issued	85091911
WOUND CARE SWAGGER	Issued	85630469
WILD ON WOUNDS	Issued	85091868
WOUND CARE MINUTE	Issued	87281765
IT'S WHAT I DO, WHAT I LOVE, WHO I AM	Issued	87298763