

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610829

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LMB OpCo LLC		11/24/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	EducationDynamics, LLC		
Street Address:	111 River Street, 10th Floor		
City:	Hoboken		
State/Country:	NEW JERSEY		
Postal Code:	07030		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85351039	CLASSESUSA.COM	
Serial Number:	85351030	CLASSESUSA	
Serial Number:	78429330	CLASSESUSA.COM	
Serial Number:	78429341	CLASSESUSA	
CORRESPONDENCE DATA			
Fax Number:	8887551450		
<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:	540-777-3459		
Email:	trademarks@cowanperry.com		
Correspondent Name:	Tara A. Branscom		
Address Line 1:	1328 3rd Street SW		
Address Line 4:	Roanoke, VIRGINIA 24016		
NAME OF SUBMITTER:	Tara A. Branscom		
SIGNATURE:	/Tara A.. Branscom/		
DATE SIGNED:	11/25/2020		
Total Attachments: 3			
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OP \$115.00 85351039

SHORT FORM TRADEMARK ASSIGNMENT**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of November 24, 2020 ("Effective Date") by and between LMB OpCo LLC, a Delaware limited liability company ("Assignor"), and EducationDynamics, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's right, title and interest to the trademarks CLASSESUSA and CLASSESUS.COM on the terms and conditions set forth in this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Trademark Assets.** Assignor owns trademarks CLASSESUSA and CLASSESUS.COM, including the U.S. registrations listed below, and all common-law rights associated therewith and all goodwill of the business associated therewith and symbolized thereby (collectively, the "Marks").

Word Mark	Serial Number/ Registration Number	Goods and Services
CLASSESUSA.COM	Ser. No. 85351039 Reg. No. 4108131	Class 41: Providing an internet website portal in the field of higher education; Provision of information relating to educational services; Providing online information in the field of higher education; Providing online information about online and campus-based colleges and universities and degree and certificate programs.
CLASSESUSA	Ser. No. 85351030 Reg. No. 4108130	Class 41: Providing an internet website portal in the field of higher education; Provision of information relating to educational services; Providing online information in the field of higher education; Providing online information about online and campus-based colleges and universities and degree and certificate programs.
CLASSESUSA.COM	Ser. No. 78429330 Reg. No. 2982463	Class 41: computer services, namely, providing online information about educational classes and courses.
CLASSESUSA	Ser. No. 78429341 Reg. No. 2980316	Class 41: computer services, namely, providing online information about educational classes and courses.

2. **Trademark Assignment.** Assignor hereby irrevocably and unconditionally assigns to Assignee, all of Assignor's right, title, and interest in and to the Marks, together with

the goodwill of the business symbolized by the Marks. Assignor further irrevocably and unconditionally assigns to Assignee all of Assignor's right to bring claims for past, present, and future infringement, misappropriation, or other violation of the Marks, including rights to sue for and to receive and recover profits and damages accruing from an infringement, misappropriation, or other violation as well as the right to grant releases for past infringements.

3. **Recordal.** Assignor hereby requests the United States Commissioner of Patents and Trademarks, and any corresponding entities or agencies, to record Assignee as the assignee and owner of the Marks.

4. **Cooperation.** Assignor shall execute and deliver such other instruments of transfer and take such other action as Assignee or its counsel may reasonably request in order to complete any transaction relating to this Assignment, such as the recordation of the assignment with governmental agencies, or the further protection of Assignee's brands as the same may be further developed by Assignee from time to time.

5. **General Terms.** This Assignment shall be binding upon and inure to the benefit of the parties and their successors and assigns. It shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment. It may only be amended, modified or supplemented by a writing signed by the parties.


[Remainder of the page intentionally left blank.]

[Signature page follows.]

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

ASSIGNOR:

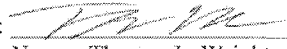
LMB OpCo LLC,
a Delaware limited liability company

By: 
Name: Ben Rich
Its: Authorized Officer

ASSIGNEE:

EducationDynamics, LLC, a Delaware
limited liability company

By: EDDY LLC

By: 
Name: Thomas L. Wright
Its: Vice President, Chief Financial
Officer and Treasurer

Signature Page to Trademark Assignment of LMB OpCo LLC

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