

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613401

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zenith Education Group, Inc.		07/02/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	DBJJDM Enterprises LLC		
Street Address:	1889 Venture Dr.		
City:	Laramie		
State/Country:	WYOMING		
Postal Code:	82070		
Entity Type:	Limited Liability Company: WYOMING		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3495455	BRUTE HORSEPOWER SHOOTOUT	
Registration Number:	3566043	DO IT. GET IT. USE IT.	
Registration Number:	3772409	TURN PRO AT WYOTECH	
Registration Number:	2838087	WYOTECH	
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>			
Phone:	720-566-4193		
Email:	trademarks@cooley.com		
Correspondent Name:	Shannan Higgins		
Address Line 1:	1299 Pennsylvania Avenue NW, Suite 700		
Address Line 4:	Washington, D.C. 20004-2400		
NAME OF SUBMITTER:	Leanne M. Andrepont		
SIGNATURE:	/Leanne M. Andrepont/		
DATE SIGNED:	12/09/2020		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Agreement**”), is made effective as of this July 2, 2018 by and between Zenith Education Group, Inc., a Delaware corporation (“**Seller**”) and DBJJDM Enterprises LLC, a Wyoming limited liability company (“**Buyer**”). Capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Buyer and Seller have entered into that certain Asset Purchase Agreement, dated as of July 2, 2018, (the “**Purchase Agreement**”), pursuant to which Seller agreed to sell and Buyer agreed to purchase, the Purchased Assets, in each case on the terms and subject to the conditions contained in the Purchase Agreement;

WHEREAS, as required in the Purchase Agreement, Seller hereby desires to deliver and transfer to Buyer its entire worldwide right, title and interest in, to and under the Intellectual Property Assets set forth on **Exhibit A** hereto (the “**Assigned IP**”); and

WHEREAS, Buyer desires to acquire the Assigned IP from Seller.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. Seller hereby irrevocably sells, assigns and transfers to Buyer its entire worldwide right, title and interest in, to and under the Assigned IP, free and clear of all Encumbrances, except for Permitted Encumbrances, together with any and all goodwill connected with and symbolized by the Assigned IP.
2. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No assignment shall relieve the assigning party of any of its obligations hereunder.
3. Seller hereby authorizes and requests the officials of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Buyer as owner of the entire right, title and interest in, to and under the Assigned IP. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items prepared by Buyer and presented to Seller, as necessary to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.
4. This Agreement 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).
5. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver

thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

6. This Agreement 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 Agreement 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 Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Agreement to be duly executed and delivered as of the date set forth above.

BUYER

DBJJDM Enterprises LLC

By: Jim Mathis
Title: Jim Mathis, Operating Manager

SELLER:

Zenith Education Group, Inc.

By: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Agreement to be duly executed and delivered as of the date set forth above.

BUYER

DBJJDM Enterprises LLC

By: _____
Title: _____

SELLER:

Zenith Education Group, Inc.

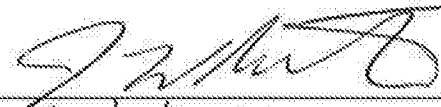
By: 
Title: President & CEO

EXHIBIT A
ASSIGNED IP

1. Trademarks:

Trademark	Reg. No.	Reg. Date	Class/Services	Next Action:
BRUTE HORSEPOWER SHOOTOUT	3495455	02-Sep-2008	41: Entertainment services in the nature of organizing, arranging, and conducting	Renewal: 02-Sep-2018
DO IT. GET IT. USE IT.	3566043	20-Jan-2009	41: Educational services, namely, providing career-oriented post-secondary education in the accounting, administrative, business, computer science, healthcare, technology, information technology, automotive, motorcycle.	Renewal: 20-Jan-2019
Turn Pro at WyoTech	3772409	06-Apr-2010	41: Educational services, namely, providing career oriented courses of instruction at the post secondary school level in the business, technical and technology fields.	Renewal: 06-Apr-2020
WYOTECH	2838087	04-May-2004	41: Educational services, namely, providing career oriented courses of instruction at the post secondary school level in the business, technical and technology fields.	Renewal: 04-May-2024

2. Domain Names:

Domain Name	Registrar
Wyotech.edu	educause
Wyotech.com	godaddy
Wyotech.net	godaddy