

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM620071

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Accuity Inc.		01/08/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RegEd, Inc.		
<b>Street Address:</b>	2100 Gateway Centre Blvd.		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Morrisville		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27560		
<b>Entity Type:</b>	Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4843780	CMAX	
<b>Registration Number:</b>	3339402	CMAX	
<b>Registration Number:</b>	4797762	COMPLIANCEMAX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4152687522		
<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>	4152686538		
<b>Email:</b>	TMDocket@mofa.com		
<b>Correspondent Name:</b>	Jennifer Lee Taylor		
<b>Address Line 1:</b>	425 Market Street		
<b>Address Line 2:</b>	Morrison & Foerster LLP		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	52281-5		
<b>NAME OF SUBMITTER:</b>	Muzamil A. Huq		
<b>SIGNATURE:</b>	/mhuq/		
<b>DATE SIGNED:</b>	01/13/2021		
<b>Total Attachments: 5</b>			

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made on January 8, 2021 between Accuity Inc., a Delaware corporation ("Assignor"), and RegEd, Inc., a North Carolina corporation ("Assignee"), pursuant to an Asset Purchase Agreement, dated as of December 22, 2020 (the "Purchase Agreement"), by and among Assignor and Assignee. Capitalized terms used and not defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.

### RECITALS

WHEREAS, Assignor is the owner of the entire right, title and interest in, to the United States trademark registrations listed on **Schedule A** hereto or that otherwise constitute an Acquired Asset under the Purchase Agreement (collectively, the "Marks"), and the goodwill associated with the Marks;

WHEREAS, pursuant to the Purchase Agreement, the Marks and their associated goodwill are to be assigned to Assignee; and

WHEREAS, Assignor desires to assign and convey, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the Marks, together with all goodwill and all other rights associated with the Marks.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are incorporated herein as if set forth at length below.
2. Assignor hereby assigns, sets over and transfers to Assignee all of Assignor's right, title and interest in, to and with respect to the following: (i) the Marks, together with the goodwill of the business in connection with which the Marks are used; (ii) all registrations, applications, renewals, and extensions of the Marks, now or hereafter in effect; (iii) all common law rights in, to and under the Marks; and (iv) all income, royalties, damages, or payments due or payable as of the Effective Date or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Marks, with the right to sue and recover damages for any and all past, present or future infringement of the Marks.
3. Assignor agrees, upon reasonable request and without further compensation, that Assignee and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Marks, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to such Marks and any registrations issued for such Marks.
4. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Marks, and to issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

5. Assignee hereby accepts the assignment and conveyance of the Marks and their associated goodwill.

6. This Assignment may be executed in two or more counterparts (including by facsimile or electronic transmission), each of which will be deemed an original, but all of which together will constitute one and the same instrument.

7. This Assignment is executed and delivered pursuant to the Purchase Agreement. This Assignment shall not be deemed to defeat, alter, impair, enhance or enlarge any right, obligations, claim or remedy created by the Purchase Agreement, and in the event of any conflict between the Purchase Agreement and this Assignment, the Purchase Agreement shall govern.

8. The interpretation and construction of this Assignment, and all matters relating to this Assignment, will be governed by the laws of the State of Delaware applicable to contracts made and to be performed entirely within the State of Delaware without giving effect to any conflict of laws provisions thereof.

**[Signatures on the Following Page.]**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

ACCUITY INC.

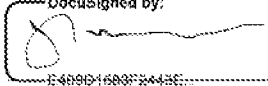
By:   
Name: Kenneth E. Bogarty  
Title: Senior Vice President -- Financial Services

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK**  
**REEL: 007161 FRAME: 0510**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

**REGED, INC.**

DocuSigned by:  
By:   
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Name: John M. Schobel  
Title: CEO and Founder

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK**  
**REEL: 007161 FRAME: 0511**

**SCHEDULE A**

**The Marks**

**Registrations and Applications**

**Registrations and Applications**

<b>Title</b>	<b>Jurisdiction</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Owner</b>	<b>Acquired Owned IP / Retained IP</b>
CMAX	United States	86/284906	5/19/2014	4843780	11/3/2015	Accuity Inc.	Acquired
CMAX	United States	78/764604	12/1/2005	3339402	11/20/2007	Accuity Inc.	Acquired
COMPLIANCEMAX	United States	86/202350	2/24/2014	4797762	8/25/2015	Accuity Inc.	Acquired