

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638643

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Donald N. Thurber D'Nealian Revocable Trust		04/05/2021	Trust:
RECEIVING PARTY DATA			
Name:	Savvas Learning Company LLC		
Street Address:	15 East Midland Avenue		
Internal Address:	Suite 502		
City:	Paramus		
State/Country:	NEW JERSEY		
Postal Code:	07652		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1380353	D'NEALIAN	
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:	312-224-1501		
Email:	mcaerot@wilcoxip.com		
Correspondent Name:	Wilcox IP, P.C.		
Address Line 1:	20 N. Wacker Drive		
Address Line 2:	Suite 1000		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Mary A. Cadrot		
SIGNATURE:	/Mary A. Cadrot/		
DATE SIGNED:	04/12/2021		
Total Attachments: 2			
source=TM Assignment#page1.tif			
source=TM Assignment#page2.tif			

OP \$40.00 1380353

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of the Effective Date as defined in the related Purchase and Trademark Assignment Agreement (the "Effective Date") by and between Neal E. Thurber, Trustee of the Donald N. Thurber D'Nealian Revocable Trust dated September 24, 2013 , with address of 12674 Lakeshore, LaSalle, MI 48145("Assignor") and Savvas Learning Company LLC, a Delaware limited liability company with offices located at 15 E. Midland Ave., Suite 502, Paramus, NJ 07652 ("Assignee").

Whereas, Assignor is the owner of all rights, title and interest in and to the following trademark and United States federal trademark registration, which has remained in full force and effect (the "Trademark"):

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>DATE</u>
D'NEALIAN	1,380,353	January 29, 1986

Whereas, the Assignor and Assignee are parties to a certain Purchase and Trademark Assignment Agreement (the "Agreement"), and Assignee is desirous of acquiring, and Assignor is desirous of conveying to Assignee, all of Assignor's rights, title and interest in and to the Trademark and its federal trademark registration listed above, together with the goodwill associated with the Trademark, along with the right to recover damages and profits for infringements thereof.

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

1. Assignor hereby irrevocably assigns, sells, transfers, conveys and delivers to Assignee, and Assignee hereby acquires, and accepts from Assignor, all of Assignor's right, title and interest in, to and under the Trademark, including all goodwill associated therewith, and all rights of action and remedies for past, present and future infringements, of the Trademark, the same to be held and fully enjoyed by Assignee, its successors, assigns and other legal representatives.
2. Assignor hereby authorizes and requests all applicable government authorities to issue or transfer the Trademark to Assignee, as assignee of all right, title and interest therein or otherwise as Assignee may direct. Assignee shall have the right to record this Trademark Assignment Agreement with all applicable government authorities so as to perfect its ownership of the Trademark.
3. Assignor agrees to execute and deliver at the request and expense of Assignee, all papers, instruments, documents and assignments, and to perform any other reasonable acts Assignee may require in order to vest all of Assignor's rights, title and interest in and to the Trademark to Assignee and/or provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

4. This Trademark Assignment may be signed and fully executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
5. In the event of any conflict between this Trademark Assignment and the Agreement, the provisions of the Agreement shall be controlling.

THIS TRADEMARK ASSIGNMENT IS EXECUTED ON THIS 5th DAY OF APRIL 2021, EFFECTIVE ON THE EFFECTIVE DATE AS SET FORTH IN THE PREAMBLE.

ASSIGNOR: Neal E. Thurber, Trustee of the Donald N. Thurber D'Nealian Revocable Trust dated September 24, 2013

By: Neal E. Thurber
Neal E. Thurber (Doc ID: 2021-0411-0-0177)

Name: Neal E Thurber

Title: Trustee

Date: Apr 5, 2021

ASSIGNEE: Savvas Learning Company LLC

By: Young J. Yoo
Young J. Yoo (Doc ID: 2021-0420-010)

Name: Young J. Yoo

Title: SVP and General Counsel

Date: Apr 5, 2021