TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647661

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U-Gro Learning Centres, Inc.		05/17/2021	Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Learning Care Group (US) No. 2 Inc.
Street Address:	21333 Haggerty Road, Suite 100
City:	Novi
State/Country:	MICHIGAN
Postal Code:	48375
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4274217	BLENDED MODEL
Registration Number:	4174636	U·GRO LEARNING CENTRES
Registration Number:	4174631	U-GRO LEARNING CENTRES

CORRESPONDENCE DATA

Fax Number: 5616256572

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.

Phone: 5616256575
Email: ustrademarks@mchaleslavin.com
Correspondent Name: Carl J Spagnuolo
Address Line 1: 2855 PGA Blvd.
Address Line 4: Palm Beach Gardens, FLORIDA 33410

NAME OF SUBMITTER:	Carl J. Spagnuolo
SIGNATURE:	/Carl J. Spagnuolo/
DATE SIGNED:	05/18/2021

Total Attachments: 2
source=U-GRO TRADEMARK Assignments 5-17-21 (002)#page1.tif
source=U-GRO TRADEMARK Assignments 5-17-21 (002)#page2.tif

OP $90.00 4274217

ASSIGNMENT

ASSIGNOR: U-Gro Learning Centres, Inc.

Status: Pennsylvania Corporation

Address: 3880 TecPort Drive

City: Harrisburg State/Zip: PA 17111

ASSIGNEE: Learning Care Group (US) No. 2 Inc.

Status: Delaware Corporation

Address: 21333 Haggerty Road, Suite 100

City: Novi State/Zip: MI 48375

TRADEMARK/SERVICE MARK: (See attached addendum)

The Assignor having used, filed for, and/or obtained registration of the Trademark(s) set forth in the attached **(addendum)**, and the Assignee being desirous of acquiring the same; in consideration of One Dollar ($1.00) and other good and valuable consideration, the Assignor hereby assigns to the Assignee, including their successors, assigns, heirs, administrators, all of the Assignor's right, title and interest and goodwill associated with the Trademark(s) including any applications and registrations which may evolve or have evolved therefrom, including the right to prepare derivative marks; and including, without limitation, the right to sue and collect damages for any past infringement thereof.

The Assignor further assigns all right, title and interest in and to said Trademark(s) in all foreign countries, and all applications for Trademark Registration in foreign countries and any registrations which may evolve or have evolved therefrom, including the right to claim International Convention priority; and

The Assignor agrees to execute any papers or perform any acts required to establish, vest or protect the Assignee's rights therein or required by Assignee to obtain said Trademark, without any additional payment therefor, but without any expense to Assignor.

Date: 5/17/2021

Assignor

By: [signature]

Title President

STATE OF Pennsylvania)
)
COUNTY OF Dauphin)

Before me this 17th day of May 2021, personally appeared the above named individual, to me known to be the person described in, and who executed the foregoing assignment instrument and acknowledge to me that he executed the same on his own free will for the purpose therein expressed.

Notary Public [signature]

Personally known X; Produced ID & type ___

Commonwealth of Pennsylvania - Notary Seal
ANN G MUDGETT - Notary Public
Dauphin County
My Commission Expires Sep 23, 2021
Commission Number [illegible]

ADDENDUM

Trademarks:

1.	Blended Model	Serial No. 85460673	Registration No. 4274217
2.	U-GRO Learning Centres (Design)	Serial No. 85460376	Registration No. 4174636
3.	U-GRO Learning Centres	Serial No. 85460077	Registration No. 4174631