

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM675125

<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>
Skyward North LLC		09/15/2021	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Liquid Web, LLC		
<b>Street Address:</b>	315 W HURON ST		
<b>Internal Address:</b>	Suite 280		
<b>City:</b>	ANN ARBOR		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48103		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4539971	LEARNDASH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	616.752.2194		
<b>Email:</b>	trademarks@wnj.com		
<b>Correspondent Name:</b>	Dustin H. Shunta		
<b>Address Line 1:</b>	150 Ottawa Ave NW		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Grand Rapids, MICHIGAN 49503		
<b>ATTORNEY DOCKET NUMBER:</b>	179979.198461		
<b>NAME OF SUBMITTER:</b>	Dustin H. Shunta		
<b>SIGNATURE:</b>	/Dustin H. Shunta/		
<b>DATE SIGNED:</b>	09/17/2021		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("**Agreement**") is made as of September 15, 2021, by and between Liquid Web, LLC, a Delaware limited liability company ("**Assignee**") and Skyward North LLC, a Michigan limited liability company ("**Assignor**"). All capitalized terms used and not otherwise defined in this Agreement will have the meaning set forth in the Asset Purchase Agreement, dated as of the date hereof, between Assignor, Assignee, the Members, and the Members' Agent (the "**Purchase Agreement**").

### RECITALS

A. Assignee has agreed to purchase certain Purchased Assets from Assignor pursuant to the Purchase Agreement.

B. Assignor has agreed to sell, assign, convey, transfer, and deliver to Assignee all of Assignor's right, title, and interest in and to the Purchased Assets, including the trademark set forth on Exhibit A, together with all registrations and applications for registration therefor, including extensions and renewals, and the goodwill associated therewith (collectively, the "**Trademark**"), pursuant to the Purchase Agreement.

C. Upon the Closing of the transactions contemplated by the Purchase Agreement, Assignor desires to transfer to Assignee and Assignee desires to acquire from Assignor all of Assignor's right, title, and interest in the Trademark.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Trademark Assignment. Assignor irrevocably assigns to the Assignee:

(a) all of Assignor's right, title, and interest in and to the Trademark, together with the goodwill associated therewith;

(b) any and all legal actions and rights and remedies at law or in equity for past, present and future infringements, misappropriations, or other violations of the Trademark, including the right to prosecute, maintain and sue for, collect, and retain all damages (including attorneys' fees and expenses), profits, proceeds, and all other remedies associated therewith; and

(c) any and all income, royalties, and payments accruing on or after the date of this Agreement with respect to the Trademark, for the Assignee's own use and enjoyment and for the use and enjoyment of the Assignee's successors, assigns, or other legal representatives.

2. Transfer of Trademark. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose

duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of Assignor's rights in the Trademark.

3. Further Actions. Assignor covenants and agrees to execute and deliver, at the request of the Assignee, such further instruments of transfer and assignment and to take such other action as Assignee may reasonably request to more effectively consummate the assignments contemplated by this Agreement.

4. Agreement Binding. This Agreement will be binding upon the successors and assigns of the parties.

5. Purchase Agreement. Notwithstanding any other provision of this Agreement, nothing contained in this instrument will in any way supersede, modify, replace, amend, change, rescind, waive or otherwise affect any of the provisions, including the representations, warranties, covenants and agreements of Assignee or Assignor, set forth in the Purchase Agreement.

6. Counterparts. This Agreement may be executed in counterparts, by facsimile, e-mailed PDF or otherwise, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

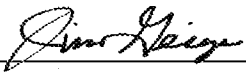
7. Governing Law. This Agreement will be governed by, and interpreted and enforced in accordance with, the laws of the State of Delaware, without regard to conflicts of law principles.

\* \* \*

IN WITNESS WHEREOF, the parties below has executed this Trademark Assignment Agreement as of the date first above written.

**LIQUID WEB, LLC**

**SKYWARD NORTH LLC**

By: 

By: \_\_\_\_\_

Its: James Geiger

Its: \_\_\_\_\_

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IN WITNESS WHEREOF, the parties below has executed this Trademark Assignment Agreement as of the date first above written.

**LIQUID WEB, LLC**

**SKYWARD NORTH LLC**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Its: \_\_\_\_\_

Its: Co-founder & CEO

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**EXHIBIT A**  
**TRADEMARK**

<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Country</b>
LearnDash	4539971	May 27, 2014	United States