

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675421

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fast Forward Academy, LLC		07/28/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Fast Forward Academy, LLC		
Street Address:	5400 Laurel Springs Parkway, Suite 202		
Internal Address:	c/o Cerifi, LLC		
City:	Suwanee		
State/Country:	GEORGIA		
Postal Code:	30024		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6383910	FAST FORWARD ACADEMY	
CORRESPONDENCE DATA			
Fax Number:	8167531536		
<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:	816-572-4884		
Email:	uspt@polsinelli.com, jdesilva@polsinelli.com		
Correspondent Name:	Kathryn T. Allen		
Address Line 1:	900 W. 48th Place, Suite 900		
Address Line 4:	Kansas City, MISSOURI 64112		
ATTORNEY DOCKET NUMBER:	095000-682346		
NAME OF SUBMITTER:	Kathryn T. Allen		
SIGNATURE:	/Kathryn T. Allen/		
DATE SIGNED:	09/20/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made, entered into and effective as of this July 28, 2021 ("the "Effective Date"), by Fast Forward Academy, LLC, a Florida limited liability company (the "Assignor"), in favor of Fast Forward Academy, LLC, a Delaware limited liability company (the "Assignee"). All capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in that certain Asset Purchase Agreement, dated July 28, 2021 (the "Purchase Agreement"), by and among the Assignor, Core Content, LLC, Rain Hughes, and the Assignee.

RECITALS:

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to assign to Assignee all of its right, title and interest in, and to execute this Trademark Assignment to enable Assignee to record the assignment of, all of the Assignor's right, title and interest in and to the trademarks set forth on Schedule 1 hereto (the "Trademark(s)"), the associated registration and renewals, all goodwill associated therewith, and all other rights, if any, in the Trademarks throughout the world (the "Trademarks and Related Rights").

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each party hereto hereby agrees as follows:

1. Assignment. The Assignor hereby irrevocably conveys, transfers and assigns to Assignee as of the Effective Date, and Assignee hereby accepts, any and all right, title and interest of the Assignor in and to the Trademarks and Related Rights, including the right to sue and recover (for the sole use and benefit of Assignee and its successors, assigns or other legal representatives) damages for past, present and future infringement, misappropriation, dilution or other violation thereof or damage thereto, if any, in each case free and clear of all mortgages, pledges, ownership interests, security interests, liens, reservations and contract rights of third parties. Assignee is to hold all right, title and interest in and to the Trademark(s) and Related Rights as fully and exclusively as they would have been held and enjoyed by the Assignor had the assignment in this Section 1 not been made.

2. Authorization. The Assignor authorizes and requests Assignee to request the USPTO to record Assignee as assignee or transferee of the Trademark(s) and shall, promptly upon presentation to the Assignor by Assignee, execute, or procure the execution of, such transfer documents and provide such information as required by the USPTO, and the Assignor hereby covenants that the Assignor has full right to convey its entire interest herein assigned, and that the Assignor has not executed, and will not execute, any agreements in conflict herewith.

3. Further Assurances. Each party hereto shall, from time to time and at all times hereafter, upon the request of the other party hereto, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to carry out the intent of this Trademark Assignment.

4. Entire Agreement. This Trademark Assignment and the Purchase Agreement (including the other schedules and exhibits to the Purchase Agreement) contain the entire agreement of the parties with regard to the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Trademark Assignment.

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5. Successors and Assigns. This Trademark Assignment shall be binding upon each party hereto and its respective successors and assigns.

6. Governing Law. The parties specifically agree that this Trademark Assignment shall in all respects be interpreted, read construed and governed by the internal Laws of the State of Delaware, exclusive of its conflicts of law rules.

7. Counterparts. This Trademark Assignment may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties to this Trademark Assignment may deliver their executed counterparts by facsimile or other electronic means.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed effective as of the date first above written.

ASSIGNOR:

FAST FORWARD ACADEMY, LLC,
a Florida limited liability company

By: _____
Rain Hughes, Manager

STATE OF _____

COUNTY OF _____

On this day, _____, 2021, before me personally appeared Rain Hughes, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Manager of Assignor, and acknowledged the instrument to be the free act and deed of Assignor for the uses and purposes mentioned in the instrument.

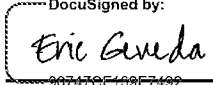
In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year above written.

Notary Public: _____

My Commission Expires: _____

Assignee:

Fast Forward Academy, LLC,
a Delaware limited liability company

DocuSigned by:

By: _____
Name: Eric Geveda
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed effective as of the date first above written.

ASSIGNOR:

FAST FORWARD ACADEMY, LLC,
a Florida limited liability company

By: [Signature]
Rain Hughes, Manager

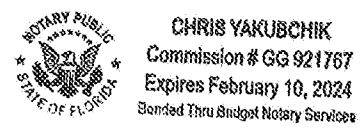
STATE OF Florida

COUNTY OF Orange

On this day, July 28, 2021, before me personally appeared Rain Hughes, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Manager of Assignor, and acknowledged the instrument to be the free act and deed of Assignor for the uses and purposes mentioned in the instrument.

In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year above written.

Notary Public: [Signature]
My Commission Expires: _____



Assignee:

Fast Forward Academy, LLC,
a Delaware limited liability company

By: _____
Name: Eric Geveda
Title: Vice President

Signature Page to Trademark Assignment

SCHEDULE 1
TRADEMARKS

Mark Name; #	Status; Dates	Brief Goods/Services
<p>FAST FORWARD ACADEMY; 6,383,910</p>	<p>Registered June 15, 2021 (Principal Register) Int. Cl. 9, 16, 41, 42</p>	<p>Class 9: downloadable electronic books in the field of tax preparation and accounting; electronic publications, namely, books featuring test questions, exam simulations and test planning recorded on computer media in the fields of tax preparation and accounting.</p> <p>Class 16: Educational goods, namely, pamphlets, brochures, books, flash cards and manuals in the fields of tax preparation and accounting.</p> <p>Class 41: Educational services, namely, conducting training, seminars, conferences, workshops in the fields of tax preparation and accounting; Educational services specifically for professionals who have attained or seek to attain a level of knowledge and expertise in the tax and accounting professions, namely, developing, arranging, and conducting conferences, continuing education seminars, and providing courses of instruction all in the fields of tax preparation and accounting, and distribution of printed materials in connection therewith in hard copy or electronic format; Educational services, namely, conducting and providing review courses for the Special Enrollment Examinations (SEE), AICPA Certified Public Accountant (CPA) Examination exams; Providing a website featuring non-downloadable content in the nature of videos, webinars, PDFs, test questions, exam simulations, and test planning in the field of tax preparation and accounting.</p> <p>Class 42: Creating an online community to facilitate collaborative exam preparation and discussion in the fields of tax preparation and accounting, within a personalized online adaptive learning environment.</p>