

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM684080

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Methods & Solutions, Inc.		10/26/2021	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Mindplay Education, LLC		
Street Address:	5151 E. Broadway Blvd., Suite 1403		
City:	Tucson		
State/Country:	ARIZONA		
Postal Code:	85711		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2909460	MINDPLAY	
Registration Number:	4723809	FLRT	
Registration Number:	4859338	INNOVATIVE TECHNOLOGY FOR ACADEMIC SUCCE	
Registration Number:	4859335	MINDPLAY	
Registration Number:	4862944	MINDPLAY TEACHER COMPANION	
Registration Number:	4862946	MINDPLAY UNDERSTANDING DYSLEXIA	
Registration Number:	4862945	MINDPLAY UNIVERSAL SCREENER	
Registration Number:	4343325	MINDPLAY VIRTUAL READING COACH	
Registration Number:	4719979	MYREADINGTEAM	
Registration Number:	4723810	RAPS 360	
CORRESPONDENCE DATA			
Fax Number:	3122076400		
<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:	312-207-1000		
Email:	ipdocket-chi@reedsmith.com		
Correspondent Name:	Nathan Rahmanou		
Address Line 1:	10 South Wacker Drive		
Address Line 2:	Reed Smith LLP		
Address Line 4:	Chicago, ILLINOIS 60606		

OP \$265.00 2909460

NAME OF SUBMITTER:	Nathan Rahmanou
SIGNATURE:	/Nathan Rahmanou/
DATE SIGNED:	10/27/2021
Total Attachments: 8 source=Methods Solutions Inc. - Intellectual Property Assignment - Signed (004)#page1.tif source=Methods Solutions Inc. - Intellectual Property Assignment - Signed (004)#page2.tif source=Methods Solutions Inc. - Intellectual Property Assignment - Signed (004)#page3.tif source=Methods Solutions Inc. - Intellectual Property Assignment - Signed (004)#page4.tif source=Methods Solutions Inc. - Intellectual Property Assignment - Signed (004)#page5.tif source=Methods Solutions Inc. - Intellectual Property Assignment - Signed (004)#page6.tif source=Methods Solutions Inc. - Intellectual Property Assignment - Signed (004)#page7.tif source=Methods Solutions Inc. - Intellectual Property Assignment - Signed (004)#page8.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (“Assignment”) is entered into as of October 26, 2021 (the “**Effective Date**”) by and between Methods & Solutions, Inc., an Arizona corporation (“**Assignor**”) and Mindplay Education, LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignor owns the trademark and copyright registrations set forth on Exhibit A (the “**Trademark and Copyright Registrations**”);

WHEREAS, pursuant to that certain agreement and plan of merger, dated as of the date hereof, Assignor will merge with and into Assignee, with Assignee being the surviving entity; and

WHEREAS, Assignee desires to acquire from the Assignor all right, title and interest in and to the Trademark and Copyright Registrations and any other intellectual property owned by Assignor, including non-registered intellectual property (“**Intellectual Property**”), and the Assignor is willing to assign all right, title and interest in and to the Intellectual Property.

NOW THEREFORE, for One U.S. Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns to Assignee all right, title and interest in and to the Intellectual Property, including all rights under common law, together with the goodwill of the business symbolized by the Intellectual Property; all issuances, extensions, and renewals of the Intellectual Property; any rights that arise from the Intellectual Property in the United States and all other jurisdictions, including any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Intellectual Property; and all causes of action, past or future, for infringement of the Intellectual Property or other violations of the rights assigned hereunder.

Assignor hereby authorizes the officials of corresponding entities or agencies in any applicable jurisdiction, including the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the Commissioner for Patents in the United States Patent and Trademark Office, to record and register this Assignment upon request by Assignee. Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignor and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Intellectual Property to Assignee, or any assignee or successor thereto.

This Assignment may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Assignment. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Each party acknowledges that it has read this Assignment, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Assignment on its behalf is duly authorized to enter into this Assignment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the parties have caused this Assignment to be executed as of the Effective Date noted above.

For and on behalf of the Assignor:

METHODS & SOLUTIONS, INC.

By: 

Name: Judith Bliss

Title: CEO

For and on behalf of the Assignee:

MINDPLAY EDUCATION, LLC

By: 

Name: Judith Bliss

Title: Vice President and Treasurer

EXHIBIT A

TRADEMARK AND COPYRIGHT REGISTRATIONS

(See attached.)

Trademarks

A. UNITED STATES FEDERAL TRADEMARKS

Owner	Trademark	Registration No./ Serial No.	Renewal Date/ Registr. Date / App. Date
Methods & Solutions, Inc.	MINDPLAY (MARK, Int. Cl.: 09)	2909460 76/356935	12/03/2014 (Renewed) 12/14/2004 (Registered) 01/09/2002 (App. Filed)
Methods & Solutions, Inc., DBA Mindplay	FLRT (MARK, Int. Cl.: 42)	4723809 86/407866	04/21/2015 (Registered) 09/26/2014 (App. Filed)
Methods & Solutions, Inc., DBA Mindplay	INNOVATIVE TECHNOLOGY FOR ACADEMIC SUCCESS (MARK, Int. Cl.: 42)	4859338 86/604902	11/24/2015 (Registered) 04/21/2015 (App. Filed)
Methods & Solutions, Inc., DBA Mindplay	MINDPLAY (MARK, Int. Cl.: 42)	4859335 86/604880	11/24/2015 (Registered) 04/21/2015 (App. Filed)
Methods & Solutions, Inc., DBA Mindplay	MINDPLAY TEACHER COMPANION (MARK, Int. Cl.: 41)	4862944 86/604932	12/01/2015 (Registered) 04/21/2015 (App. Filed)
Methods & Solutions, Inc., DBA Mindplay	MINDPLAY UNDERSTANDING DYSLEXIA (MARK, Int. Cl.: 41)	4862946 86/604973	12/01/2015 (Registered) 04/21/2015 (App. Filed)
Methods & Solutions, Inc., DBA Mindplay	MINDPLAY UNIVERSAL SCREENER (MARK, Int. Cl.: 42)	4862945 86/604950	12/01/2015 (Registered) 04/21/2015 (App. Filed)

A. UNITED STATES FEDERAL TRADEMARKS, cont'd.

Owner	Trademark	Registration No./ Serial No.	Renewal Date/ Registr. Date / App. Date
Methods & Solutions, Inc., DBA Mindplay	MINDPLAY VIRTUAL READING COACH (MARK, Int. Cl.: 42)	4343325 85/473721	06/14/2019 (Registered; Section 8 & 15) 05/28/2013 (Registered) 11/16/2011 (App. Filed)
Methods & Solutions, Inc., DBA Mindplay	MYREADINGTEAM (MARK, Int. Cl.: 42)	4719979 86/382971	04/14/2015 (Registered) 09/02/2014 (App. Filed)
Methods & Solutions, Inc., DBA Mindplay	RAPS 360 (MARK, Int. Cl.: 42)	4723810 86/407875	04/14/2015 (Registered) 09/26/2014 (App. Filed)

B. UNITED STATES STATE TRADEMARKS

Jurisdiction	Owner	Trademark	Registration No.	Registr. Date
Arizona (AZ)	Methods & Solutions, Inc.	MINDPLAY (MARK, Int. Cl.: 09)	AZ 9215107	04/08/2021 (Registered)

C. INTERNATIONAL TRADEMARKS

Jurisdiction	Owner	Trademark / Trademark Application	Registration No. / Serial No.	Expir. Date/ Registr. Date / App. Date
Australia (AU)	Methods & Solutions, Inc.	MINDPLAY (MARK, Int. Cl.: 09)	1062384 1062384	06/28/2025 (Exp. date) 06/28/2005 (Registered) 06/28/2005 (App. Filed)
Canada (CA)	Methods & Solutions, Inc.	MINDPLAY (MARK, Int. Cl.: 09)	TMA672467 1263249	09/12/2021 (Exp. date) 09/12/2006 (Registered) 06/30/2005 (App. Filed)
Switzerland (CH)	Methods & Solutions, Inc.	MINDPLAY (MARK, Int. Cl.: 09)	P-536155 54914/2005	06/14/2015 (Renewed) 08/02/2005 (Registered) 06/14/2005 (App. Filed)
EUIPO (EP)	Methods & Solutions, Inc.	MINDPLAY (MARK, Int. Cl.: 09, 16, 41)	004386835	04/13/2025 (Exp. date) 04/24/2006 (Registered) 04/13/2005 (App. Filed)
India (IN)	Methods & Solutions, Inc.	MINDPLAY (MARK, Int. Cl.: 09)	604541 1368706	07/04/2025 (Exp. Date) 02/10/2007 (Registered) 07/04/2005 (App. Filed)