

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM699337

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Follett School Solutions Holding, Inc.		08/31/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Follett School Solutions, Inc.		
Street Address:	1340 RIDGEVIEW DRIVE		
City:	MCHENRY		
State/Country:	ILLINOIS		
Postal Code:	60050		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3084101	ALLIANCE PLUS	
Registration Number:	2851487	TITLEWISE	
Registration Number:	2768612	TITLEWAVE	
Registration Number:	2951175	TITLEPEEK	
Registration Number:	5247608	DESTINY DISCOVER	
Registration Number:	5533284	DESTINY	
Registration Number:	3353171	DESTINY	
Registration Number:	4221419	ASPEN	
Serial Number:	88244284	MYDESTINY	
Serial Number:	90333272	TITLEWAVE	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	luis.moreau@kirkland.com		
Correspondent Name:	KIRKLAND & ELLIS LLP - Luis Moreau		
Address Line 1:	300 North LaSalle Dr.		
Address Line 4:	Chicago, ILLINOIS 60654		

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ATTORNEY DOCKET NUMBER:	12626-394
NAME OF SUBMITTER:	Luis Moreau
SIGNATURE:	/Luis Moreau/
DATE SIGNED:	01/03/2022
Total Attachments: 4 source=Signed NAI 1525227463 2 Follett Step 2 Trademark Assignment Agreement#page1.tif source=Signed NAI 1525227463 2 Follett Step 2 Trademark Assignment Agreement#page2.tif source=Signed NAI 1525227463 2 Follett Step 2 Trademark Assignment Agreement#page3.tif source=Signed NAI 1525227463 2 Follett Step 2 Trademark Assignment Agreement#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") shall be effective as of August 31, 2021 ("Effective Date") by and between Follett School Solutions Holding, Inc., a Delaware corporation ("Assignor"), and Follett School Solutions, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement dated August 31, 2021 (the "Contribution Agreement"); and

WHEREAS, under the terms of the Contribution Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor and has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "Assigned Intellectual Property"):
 - (a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Contribution Agreement, the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;
 - (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Upon Assignee's written request, and at Assignee's cost and expense, Assignor shall take, and shall cause to be taken, such steps and actions, and provide such cooperation and assistance to Assignee 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

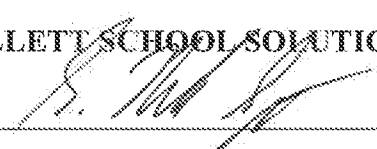
perfect the assignment of the Assigned Intellectual Property to Assignee, or any assignee or successor thereto.

3. Counterparts. This Assignment may be executed in counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. This Assignment, to the extent signed and delivered by electronic means (including portable document format (.pdf)), shall be treated in all manner and respects as an original and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. No party shall raise the use of electronic means of delivery to deliver a signature or the fact that any signature or document was transmitted or communicated through the use of electronic delivery as a defense to the formation of a contract and each Party forever waives any such defense.
4. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be construed in accordance with, and governed in all respect by, the internal laws of the State of Delaware (without giving effect to any choice or conflict of law provision or rule).

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

FOLLETT SCHOOL SOLUTIONS HOLDING, INC.


Name: S. Mark Sproat

Title: Secretary

FOLLETT SCHOOL SOLUTIONS, INC.


Name: S. Mark Sproat

Title: Secretary