

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM699658

<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>
Follett School Solutions, LLC		12/31/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Follett Content Solutions, LLC		
<b>Street Address:</b>	1340 RIDGEVIEW DRIVE		
<b>City:</b>	MCHENRY		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60050		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2851487	TITLEWISE	
<b>Registration Number:</b>	2768612	TITLEWAVE	
<b>Registration Number:</b>	2951175	TITLEPEEK	
<b>Registration Number:</b>	4719609	IMPROVING THE STUDENT LEARNING EXPERIENC	
<b>Registration Number:</b>	4720386	OPENROOM ADVISORY	
<b>Serial Number:</b>	90333272	TITLEWAVE	
<b>Serial Number:</b>	90129812	ALL BOOKS FOR ALL KIDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	3128622000		
<b>Email:</b>	luis.moreau@kirkland.com		
<b>Correspondent Name:</b>	KIRKLAND & ELLIS LLP - Luis Moreau		
<b>Address Line 1:</b>	300 North LaSalle Dr.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	12626-394		
<b>NAME OF SUBMITTER:</b>	Luis Moreau		
<b>SIGNATURE:</b>	/Luis Moreau/		

CH \$190.00 2851487

<b>DATE SIGNED:</b>	01/04/2022
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**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of December 31, 2021 ("Effective Date") by and between Follett School Solutions, LLC (formerly Follett School Solutions, Inc.), a Delaware limited liability company ("Assignor"), and Follett Content Solutions, LLC, a Delaware limited liability company ("Assignee").

**WHEREAS**, Assignor and Assignee are parties to that certain Contribution and License Agreement dated December 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, LLC**

KS Gacek

Name: Kevin Gacek

Title: Chief Financial Officer

**FOLLETT CONTENT SOLUTIONS, LLC**

KS Gacek

Name: Kevin Gacek

Title: Chief Financial Officer

**SCHEDULE 1**  
**TRADEMARKS**

<u>Mark</u>	<u>Country</u>	<u>Recorded Owner</u>	<u>App. #</u>	<u>App. Date</u>	<u>Reg. #</u>	<u>Reg. Date</u>
ALL BOOKS FOR ALL KIDS	USA	Follett School Solutions, Inc.	90/129812	8/21/2020		
OPENROOM ADVISORY	USA	Follett School Solutions, Inc.	86/435892	10/27/2014	4720386	4/14/2015
IMPROVING THE STUDENT LEARNING EXPERIENCE	USA	Follett School Solutions, Inc.	86/365850	8/3/2014	4719609	4/14/2015
TITLEPEEK	USA	Follett Corporation Db Follett Software Company	76587745	4/21/2004	2951175	5/17/2005
TITLEWAVE	USA	Follett Corporation	90333272	11/20/2020	--	--
TITLEWAVE	USA	Follett Corporation Db Follett Library Resources	76158099	11/1/2000	2768612	9/30/2003

TITLEWISE	USA	Follett Corporation Db Follett Library Resources	76399688	4/22/2002	2851487	6/8/2004
TITLEWAVE	United Kingdom	Follett Corporation	UK00910437002	11/22/2011	UK00910437002	4/26/2012
TITLEWAVE	EUTM	Follett Corporation	10437002	11/22/2011	10437002	4/26/2012
TITLEWAVE	Canada	Follett Corporation	2065529	11/20/2020	--	--
TITLEWAVE	Canada	Follett Corporation	1215156	4/29/2004	TMA635864	3/22/2005
TITLEWISE	Canada	Follett Corporation	1215155	4/29/2004	TMA635663	3/18/2015