# OP \$40.00 5560328

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

rsion v1.1 ETAS ID: TM700763

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Patriot Labs, LLC		11/19/2021	Limited Liability Company: WASHINGTON	

# **RECEIVING PARTY DATA**

Name:	Kaplan North America, LLC	
Street Address:	1515 West Cypress Creek Road	
City:	Fort Lauderdale	
State/Country:	FLORIDA	
Postal Code:	33309	
Entity Type:	Limited Liability Company: DELAWARE	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	5560328	BLUEJACKETEER

### **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 3123851246

Email: apomonis@kaplan.edu

Correspondent Name: Ashley Pomonis

Address Line 1: 1515 West Cypress Creek Road
Address Line 4: Fort Lauderdale, FLORIDA 33309

NAME OF SUBMITTER:	Ashley Pomonis
SIGNATURE:	/Ashley Pomonis/
DATE SIGNED:	01/10/2022

### **Total Attachments: 4**

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TRADEMARK
REEL: 007553 FRAME: 0861

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### ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK (this "<u>Assignment</u>") is made as of the 19th day of November, 2021 ("<u>Effective Date</u>"), by and between Patriot Labs, LLC, a Washington limited liability company ("<u>Seller</u>"), and Kaplan North America, LLC, a Delaware limited liability company ("<u>Purchaser</u>").

- A. Seller is the owner of the trademark set forth on Exhibit A hereto (the "Trademark")
- B. Seller desires to transfer and assign the Trademark to the Purchaser in accordance with and subject to the provisions set forth below.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound, Seller hereby agrees as follows:

- 1. Seller does hereby assign, sell, transfer, and convey to Purchaser an undivided right, title and interest in and to the Trademark, together with all the goodwill associated therewith, as well as all of its rights to injunctive relief, damages or profits, due or accrued, arising out of all causes of action, past and future, including infringement of the Trademarks, or any other violation or injury to the goodwill and the right to sue for and recover the same in its own name and that of its successors and/or assigns consistent with Purchaser's portion of its undivided right in the Trademark.
- 2. The terms of the Asset Purchase Agreement, dated as of the date hereof, by and among Seller and Purchaser and the other signatory parties thereto (the "Asset Purchase Agreement"), including the representations, warranties, covenants, and indemnities therein, are incorporated herein by reference. For the avoidance of doubt, the parties acknowledge and agree that the terms of the Asset Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement will govern.
- 3. Seller hereby authorizes and requests the United States Patents and Trademarks Office and/or any country or countries foreign to the United States, as the case may be, to record the Purchaser as owner of the Trademarks.
- 4. This Assignment shall be governed by, and construed and interpreted in accordance with, the laws of the state of Delaware, without giving effect to any conflict-of-laws rule or principle that might result in the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, this Assignment is executed as of the Effective Date.

PATRIOT LABS, LLC
DocuSigned by:
By: Johny Conson
By: Jonny Coreson Name: Jonny Coreson
Title: COO
ACCEPTED AND AGREED TO:
KAPLAN NORTH AMERICA, LLC
By:
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

Title: Chief Executive Officer

IN WITNESS WHEREOF, this Assignment is executed as of the Effective Date.

 $[SIGNATURE\ PAGE\ TO\ TRADEMARK\ ASSIGNMENT\ AGREEMENT]$ 

# Exhibit A Trademark

Registration # or Serial #	Country	Status	Mark	Filing Date	Registration Date
5,560,328	US	Registered	BLUEJACKETEER	2/1/2018	9/11/2018

**RECORDED: 01/10/2022**