

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM704530

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Noni Educational Solutions, L.L.C.		01/25/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Teaching Strategies, LLC		
Street Address:	4500 East West Highway, Suite 300		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90584822	NONI	
Serial Number:	90585172		
CORRESPONDENCE DATA			
Fax Number:	2023448300		
<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:	202-344-4000		
Email:	ipdocketing@venable.com		
Correspondent Name:	Linda Zirkelbach and Sharoni Finkelstein		
Address Line 1:	P.O. Box 34385		
Address Line 4:	Washington, D.C. 20043		
ATTORNEY DOCKET NUMBER:	100290.557514		
NAME OF SUBMITTER:	Sharoni S. Finkelstein		
SIGNATURE:	/Sharoni S. Finkelstein/		
DATE SIGNED:	01/25/2022		
Total Attachments: 3			
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OP \$65.00 90584822

TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”) is entered into and effective as of December 17, 2021 (the “Effective Date”), by and between Noni Educational Solutions, L.L.C., a Delaware limited liability company located at 8527 Lewis River Road, Delray Beach, Florida 33446 (“Assignor”) and Teaching Strategies, LLC, a Delaware limited liability company located at 4500 East West Highway, Suite 300, Bethesda, Maryland 20814 (“Assignee”).

WHEREAS, Assignor is the owner of the trademark applications set forth on Schedule A attached hereto, and of the trademarks shown in said applications, and of all common law rights associated therewith, together with all goodwill arising from the use of and symbolization by said trademarks (collectively, the “NONI Marks”);

WHEREAS, Assignor desires to transfer, and Assignee desires to acquire, all right, title and interest in and to the NONI Marks throughout the world, including, without limitation, all applications pertaining thereto and all common law rights therein, together with all goodwill arising from the use of and symbolized by the NONI Marks;

WHEREAS, Assignee is the successor to that portion of the business of Assignor to which the NONI Marks pertain;

NOW, THEREFORE, for One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment.** Assignor hereby assigns, transfers, sells, conveys, and delivers to Assignee all right, title and interest in and to the NONI Marks throughout the world, including, without limitation, the trademark applications set forth in Schedule A pertaining thereto and all common law rights therein, together with all goodwill arising from the use of and symbolized by the NONI Marks, including all rights to sue or otherwise assert the NONI Marks and to recover damages, profits and/or other compensation for past, present and future infringements, the right to license the NONI Marks to others, and the right to renew any trademark registrations for the NONI Marks that may issue, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment not made. Assignor and Assignee agree that Assignee is the successor to that portion of the business of Assignor to which the NONI Marks pertain, including those set forth in Schedule A.


2. **Authorization to Record.** Assignor hereby authorizes Assignee to record this Assignment in the relevant trademark offices throughout the world.

[signatures on next page]

IN WITNESS WHEREOF, Assignor has executed and delivered this instrument to Assignee on the date first noted above, and Assignee acknowledges receipt of the same.

Dated this 25th day of January, 2022.

Noni Educational Solutions, L.L.C.

By: 

Name: Tia Disick

Title: Co-Founder

Teaching Strategies, LLC

By: 

Name: Heather O'Shea

Title: Chief Financial Officer

Schedule A

Serial Number	Mark
90/584,822	NONI
90/585,172	