

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM707451

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	11/30/2021		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Free Spirit Publishing Inc.		01/17/2022	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Teacher Created Materials, Inc.		
<b>Street Address:</b>	5482 Argosy Avenue		
<b>City:</b>	Huntington Beach		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92649		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5804141	FREE SPIRIT PUBLISHING MEETING KIDS' SOC	
<b>Registration Number:</b>	5803979	BULLY FREE CLASSROOM	
<b>Registration Number:</b>	3263262		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6127567050		
<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>	6127567010		
<b>Email:</b>	aanderson@anderson-lawfirm.com		
<b>Correspondent Name:</b>	Alan M. Anderson		
<b>Address Line 1:</b>	11100 Wayzata Blvd.		
<b>Address Line 2:</b>	Ste. 545		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55305		
<b>NAME OF SUBMITTER:</b>	Alan M. Anderson		
<b>SIGNATURE:</b>	/Alan M. Anderson/		
<b>DATE SIGNED:</b>	02/09/2022		
<b>Total Attachments: 4</b>			
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Trademark Assignment Agreement

This Trademark Assignment Agreement ("Assignment") is entered into effective as of November 30, 2021 (the "Effective Date"), by and between Free Spirit Publishing Inc., a Minnesota corporation ("Assignor") and Teacher Created Materials, Inc., a California corporation ("Assignee").

WHEREAS, Assignor is the owner of United States Trademark Registration Nos. 5804141 ("Free Spirit Publishing Meeting Kids' Social, Emotional & Educational Needs Since 1983"); 5803979 ("Bully Free Classroom"); and 3263262 (springing book design) (collectively, the "Marks"); and

WHEREAS, Assignor desires to sell, transfer and assign the Marks, and all right, title and interest in the Marks, including any and all associated goodwill and the right to recover damages for any and all infringements of the Marks to Assignee; and

WHEREAS, Assignee wishes to accept the sale, transfer and assignment of the Marks from Assignor.

NOW, THEREFORE, in consideration of the foregoing and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee the entire and complete right, title and interest in and to the Marks that have been or may be granted in the United States and any foreign countries, together with the goodwill of any businesses associated with any products or services on which the Marks have been used and for which they have been registered, to Assignee as of the Effective Date. This Assignment also includes any and all royalties, income or other fees, which may include damages or fees for infringement, due or payable to Assignor

regarding any of the Marks, including any such royalties, income or other fees that may have occurred or arisen prior to the Effective Date.

2. Under the terms of this Assignment, Assignee is specifically able to commence any actions or proceedings for infringement of the Marks, even if the infringement occurred prior to the Effective Date.

3. As consideration for this Assignment, Assignee will pay to Assignor One and No/100 Dollar (\$1.00) or such other sum as may be separately agreed.

4. Assignor agrees to cooperate with Assignee to the fullest extent necessary and possible in conveying all rights, title and interest in and to the Marks. The cooperation includes, but is not limited to, the prompt completion and execution of any papers, including oaths, declarations, specifications, or recordation documents, necessary to make good the complete conveyance of the Marks to Assignee, as well as assistance in any proceedings before the United States Patent and Trademark Office (USPTO) or any foreign country required to effectuate this Assignment.

5. Assignee will be responsible for causing the recordation of this Assignment of each of the Marks with the USPTO and any other government entities or officials to record and register this Assignment. Assignee will be responsible for paying all fees that may be required to the USPTO or any other entity for recordation.

6. The rights and obligations under this Assignment will inure to the benefit of, and be binding upon, any of the successors and assigns of Assignor or Assignee.

7. Assignor represents and warrants that as of the Effective Date (i) it owns the Marks singularly and entirely; (ii) the Marks are not subject to any lien, claim of ownership or contrary or conflicting assignment or agreement; (iii) no third-party has presented or expressed any claim

that any of the Marks infringe any trademark or intellectual property right of any third-party or is owned in whole or in part by it or any other third-party; (iv) it has all necessary authority to execute this Assignment; and (v) the individual signing this Assignment on its behalf is authorized to do so.

8. Assignee represents and warrants that it has all necessary authority to execute this Assignment and that the individual signing this Assignment on its behalf is authorized to do so.

9. This Assignment contains the entire agreement between Assignor and Assignee regarding the subject matter hereof, and supersedes any prior or contemporaneous understandings or representations, whether made verbally or contained in writing.

10. This Assignment may be amended or modified by the parties only in a written document signed by each party.

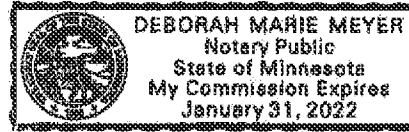
11. This Assignment may be executed in counterparts, all of which shall constitute a single agreement between the parties. The Effective Date of this Assignment is the date first set forth above, regardless of the date on which any of the parties may execute this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the date set forth above.

[SIGNATURE PAGE FOLLOWS]

FREE SPIRIT PUBLISHING INC. (Assignor)

By [Signature]  
Its [Signature]



Subscribed and sworn to before me this 7 day of January, 2022.

State of Minnesota

County of Stearns

[Signature]  
Notary Public

TEACHER CREATED MATERIALS, INC. (Assignee)

By [Signature]  
Its Chief Legal Officer

Subscribed and sworn to before me this \_\_\_ day of January, 2022.

State of California

County of Orange

[Signature]  
Notary Public

