

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM711240

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SC eLearning, LLC		01/24/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Plato eLearning, LLC		
Street Address:	732 East Utah Valley, Suite 100		
City:	American Fork		
State/Country:	UTAH		
Postal Code:	84003		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5795510	CENARIOVR	
Registration Number:	5636133	VAAST	
Registration Number:	5245322	REVIEWLINK	
Registration Number:	3688345	TRIVANTIS	
Registration Number:	2638598	COURSEMILL	
Registration Number:	2607094	TRIVANTIS.COM	
Registration Number:	2571196	LECTORA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	9188355997		
Email:	shiers@mcguirewoods.com		
Correspondent Name:	Fredericka J. Sowers		
Address Line 1:	501 Fayetteville Street		
Address Line 2:	Suite 500		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
NAME OF SUBMITTER:	Fredericka J. Sowers		
SIGNATURE:	/Fredericka J. Sowers/		

OP \$190.00 5795510

DATE SIGNED:	03/01/2022
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Total Attachments: 3

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made as of January 24, 2022 (the "Effective Date") by and among SC eLearning, LLC, a Delaware limited liability company ("Assignor"), and Plato eLearning, LLC, a Delaware limited liability company ("Assignee" and together with Assignor, the "Parties").

RECITALS

WHEREAS, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in and to the assets identified on Schedule I attached hereto (the "Transferred Intellectual Property"), subject in each case to the terms and subject to the conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. In connection with the transfer of the entire business to which the Transferred Intellectual Property relates, Assignor hereby sells, assigns, transfers, and conveys to Assignee and Assignee's successors and assigns all of Assignor's right, title and interest in and to the Transferred Intellectual Property, including (a) all rights of action accrued thereunder and the ability to otherwise fully and entirely stand in the place of Assignor in all matters related thereto, including all rights to pursue claims for past infringement or misappropriation of the Transferred Intellectual Property and seek damages therefor, and (b) with respect to any: (x) inventions, design rights, or patent rights included or disclosed in the Transferred Intellectual Property, (i) any and all common law rights and registrations and applications therefor, and any renewals, reexams, reissues, and foreign counterparts thereof, and (ii) all other patents and patent applications that directly or indirectly and wholly or partially claim priority thereto or therefrom, or have a common priority claim therewith; and (y) trademarks or trade names in the Transferred Intellectual Property, (i) any and all common law rights, and any renewals and extensions of registrations for such trademark, and (ii) all goodwill associated therewith or symbolized thereby.

2. Upon Assignee's reasonable request, Assignor will execute perform such actions, execute such instruments, and provide such other assistance necessary to perfect Assignee's rights in and to the Transferred Intellectual Property assigned under this Agreement and, at Assignee's request, in actions requested by Assignee in order to register, protect, maintain, and enforce such rights.

3. This Agreement shall be binding upon and inure solely to the benefit of Assignor and Assignee and their respective successors and assigns. Assignee may assign this Agreement in whole or in part to any subsequent owner of the Transferred Intellectual Property.

4. Construction and interpretation of this Agreement shall be governed by the Laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. This Agreement may not be waived or amended except by an instrument in writing signed on behalf of each of the parties hereto.

5. This Agreement may be executed in multiple counterparts, each when executed shall be deemed to be an original.

The Parties to this Agreement have caused it to be executed and delivered as of the Effective Date.

Assignor:

SC eLearning, LLC

By: 

Name: Mark A. Nelson

Its: Secretary

Assignee:

Plato eLearning, LLC

By: 

Name: Mark A. Nelson

Its: Secretary

[Signature Page to Intellectual Property Assignment Agreement]