

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM711309

<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>
The Game Agency, LLC		01/24/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Plato eLearning, LLC		
<b>Street Address:</b>	732 East Utah Valley, Suite 100		
<b>City:</b>	American Fork		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84003		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6026450	THE TRAINING ARCADE	
<b>Registration Number:</b>	5650273	THE TRAINING ARCADE	
<b>Serial Number:</b>	90510219		
<b>Serial Number:</b>	90059165	ARCADES	
<b>Serial Number:</b>	88912307	GAME IT YOURSELF	
<b>Serial Number:</b>	88912300	GIY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	9188355997		
<b>Email:</b>	shiers@mcguirewoods.com		
<b>Correspondent Name:</b>	Fredericka J. Sowers		
<b>Address Line 1:</b>	501 Fayetteville Street		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27601		
<b>NAME OF SUBMITTER:</b>	Fredericka J. Sowers		
<b>SIGNATURE:</b>	/Fredericka J. Sowers/		
<b>DATE SIGNED:</b>	03/01/2022		

OP \$165.00 6026450

**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 The Game Agency, 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:

The Game Agency, LLC

By: 

Name: Mark A. Nelson

Its: Secretary

Assignee:


Plato eLearning, LLC

By: 

Name: Mark A. Nelson

Its: Secretary

SCHEDULE I  
Transferred Intellectual Property

<u>Mark</u>	<u>Country</u>	<u>Registration/App. No.</u>	<u>Registration/App. Date</u>
THE TRAINING ARCADE	United States	6026450	06/26/2017
THE TRAINING ARCADE	United States	5650273	01/08/2019
	United States	90510219	02/03/2021
ARCADES	United States	90059165	07/17/2020
GAME IT YOURSELF	United States	88912307	05/12/2020
GIY	United States	88912300	05/12/2020