

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM712544

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE CENTER FOR REIMAGINING LEARNING, INC.		11/16/2021	Non-Profit Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	CIRCUIT SUB PBLLC		
Street Address:	141 Portland Street, 9th Floor		
City:	Cambridge		
State/Country:	MASSACHUSETTS		
Postal Code:	02139		
Entity Type:	public benefit limited liability company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4706241	EDX	
Registration Number:	4356580	EDX	
Registration Number:	5779976	EDX	
Registration Number:	4832465	OPEN EDX	
CORRESPONDENCE DATA			
Fax Number:	2155683439		
<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:	215.564.2727		
Email:	bhipdocket@bakerlaw.com		
Correspondent Name:	Kevin M. Bovard		
Address Line 1:	1735 Market Street, Suite 3300		
Address Line 2:	BakerHostetler		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-7501		
ATTORNEY DOCKET NUMBER:	101701.000001		
NAME OF SUBMITTER:	Kevin M. Bovard		
SIGNATURE:	/Kevin M. Bovard/		
DATE SIGNED:	03/07/2022		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (“*Assignment*”) is made and entered and effective as of November 16, 2021 by and between CIRCUIT SUB PBLLC, a Delaware public benefit limited liability company, with its principal place of business at 141 Portland Street, 9th Floor, Cambridge, MA 02139 (“*Assignee*”) and THE CENTER FOR REIMAGINING LEARNING, INC., a Massachusetts nonprofit corporation (f/k/a EDX INC.) with its principal place of business at 141 Portland Street, 9th Floor, Cambridge, Massachusetts 02139 (“*Assignor*”).

WHEREAS, Assignor and Assignee are parties to the Amended and Restated Contribution, Assignment, Assumption and Exchange Agreement dated November 16, 2021 (“*Contribution Agreement*”) pursuant to which Assignor agreed to transfer to Assignee various assets, including without limitation, the trademarks and service marks set forth on Schedules A and B hereto and described below;

WHEREAS, Assignor was formerly known as EDX INC. and changed its name to THE CENTER FOR REIMAGINING LEARNING, INC. on November 16, 2021 as documented by its amended state charter attached hereto as Schedule C; and

WHEREAS, the parties desire to enter into this Assignment for the purpose of memorializing and recording the assignment of such trademarks and service marks together with the goodwill of the business symbolized by the assigned marks, with the U.S. Patent and Trademark Office, as well as applicable government authorities in other jurisdictions;

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and in the Contribution Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby irrevocably grants, conveys, transfers, and assigns to Assignee all of Assignor’s right, title and interest in and to the trademarks and service marks set forth on Schedule A and B (the “**Marks**”), together with the goodwill of the business symbolized by the Marks, including all common law rights and trademark registration for the Marks, the same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all claims for damages by reason of past, present and future infringements of the Marks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors and assigns.

2. **ASSISTANCE.** Assignor agrees that, upon the reasonable request of Assignee, and at Assignee’s sole cost and expense, Assignor shall execute and deliver, or cause to be executed and delivered, such further instruments and take such other actions as may be necessary to vest, perfect, or confirm ownership by Assignee of the Marks.

3. **GENERAL.**

3.1 Severability. If any term or provision of this Assignment is held invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of all other terms and provisions of this Assignment will not in any way be affected or impaired. If the final judgment of a court of competent jurisdiction or other governmental authority declares that any term or provision hereof is invalid, illegal or unenforceable, the parties agree that the court making such determination will have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, illegal or unenforceable term or provision with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.

3.2 Entire Agreement. This Assignment, including the schedules attached hereto and the Contribution Agreement referred to herein, contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter. To the extent any provision of this Assignment conflicts with any provision of the Contribution Agreement, the Contribution Agreement will govern.

3.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Assignment and the rights and obligations hereunder shall be assignable by Assignee in connection with the assignment of any of the Marks as permitted under the Membership Interest Purchase Agreement dated June 28, 2021 or the Trademark License Agreement dated November 16, 2021.

3.4 Governing Law. This Assignment shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation, inducement to enter and/or performance of this Assignment (whether related to breach of contract, tortious conduct or otherwise and whether now existing or hereafter arising) shall be governed by, the internal Laws of the State of Delaware, without giving effect to any law that would cause the laws of any jurisdiction other than the State of Delaware to be applied.


[Signature Page Follows]

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

“Assignee”

CIRCUIT SUB PBLLC

By:  _____
Name: Paul S. Lalljie
Title: Chief Financial Officer

“Assignor”

THE CENTER FOR REIMAGINING LEARNING,
INC.

By:  _____
Name: Peter Brau
Title: CFO

SCHEDULE A

US MARKS

Mark	Country	Class(es)	Appl. #	Appl. Date	Reg. #	Reg. Date	Current Status
EDX (and Design)	United States (USPTO)	38, 41	86027429	08/02/2013	4706241	03/24/2015	Registered
EDX	United States (USPTO)	38, 41	85614776	05/02/2012	4356580	06/25/2013	Registered
EDX	United States (USPTO)	35, 36	88173425	10/29/2018	5779976	06/18/2019	Registered
OPEN EDX	United States (USPTO)	9	86102003	10/25/2013	4832465	10/13/2015	Registered