

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM712655

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Educational Testing Service		04/01/2021	Non-Profit Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Territorium, LLC		
Street Address:	8452 Fredericksburg Road, #045		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78229		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4914698	HEIGHTEN	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216-586-7129		
Email:	nytef@jonesday.com		
Correspondent Name:	Carrie L. Kiedrowski		
Address Line 1:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281		
ATTORNEY DOCKET NUMBER:	208888-991002		
NAME OF SUBMITTER:	Carrie L. Kiedrowski		
SIGNATURE:	/Carrie L. Kiedrowski/		
DATE SIGNED:	03/07/2022		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT AND THE ATTACHED SCHEDULE (the "Assignment") is made and entered into on **April 1, 2021** (the "Effective Date"), between Educational Testing Service, a nonprofit, nonstock corporation organized under the Education Law of the State of New York with its principal place of business at Rosedale Road, Princeton, NJ 08541 ("Assignor"), and Territorium, LLC, a Texas limited liability company, with offices located at 8452 Fredericksburg Road, #045, San Antonio, TX 78229 ("Assignee"). Assignor and Assignee are referred to herein collectively as the "Parties."

WHEREAS, Assignor and Assignee are parties to the HEIGHTEN TRADEMARK LICENSE Agreement effective as of April 1, 2021 (the "License Agreement");

WHEREAS, Assignor is the owner of the entire right, title, and interest in, to, and under the trademark registrations identified and set forth on **Schedule 1** and the goodwill associated with all of the foregoing; and

WHEREAS, pursuant to the License Agreement, Assignor and Assignee desire to transfer certain assets of Assignor to Assignee. Assignor has agreed to grant, transfer, assign, convey and deliver to Assignee all of Assignor's rights, including common law rights, to the trademarks set forth on **Schedule 1** and the goodwill associated therewith and symbolized whereby and all registrations, renewals and extensions thereof (the "Assigned Trademarks");

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Assignment and the License Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

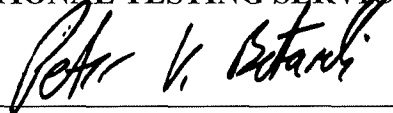
1. **Assignment**. Assignor hereby irrevocably grants, transfers, assigns, conveys and delivers to Assignee, and Assignee hereby accepts, all of the Assignor's right, title and interest in and to the Assigned Trademarks, including any and all rights and actions for past infringement or misappropriation, royalties, fees, income, payments or other proceeds and any other rights, held or enjoyed by Assignor, its successors or assigns that have accrued in connection with the Assigned Trademarks.
2. **Recordation and Further Actions**. Assignor hereby authorizes and requests that the Commissioner for Trademarks in the United States Patent and Trademark Office and any other similar government authority to record and register this Assignment and record Assignee as owner of the Assigned Trademarks with such recordations to be handled by Assignor. Assignor shall take such steps and actions, execute and deliver such further instruments and provide such cooperation and assistance to Assignee, as Assignee may deem necessary to further effect, evidence or perfect this Assignment. The Parties will each pay half of the cost of the governmental authorities' official filing fees for the recordals associated with this Assignment.
3. **Binding Effect**. This Assignment shall be binding upon and inure to the benefit of and is enforceable by the Parties and their respective successors and assigns.

4. **Governing Law.** This Assignment shall be governed by and construed under and in accordance with the Law of the State of New York without regard to any contrary result otherwise required under applicable conflict or choice of law rules.
5. **Counterparts; Electronic Transmission.** This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A signature delivered by electronic or .pdf transmission will be considered an original signature.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned hereby execute this Assignment to be effective as of the **Effective Date**.

EDUCATIONAL TESTING SERVICE

By: 

Name: Peter V. Betaneli

Title: AVP & Associate General Counsel

TERRITORIUM, LLC

By:



Name: Carlos Guillermo Elizondo

Title: CEO

SCHEDULE 1

Assigned Trademarks

COUNTRY	MARK	REG. NO	REG. DATE
Canada	HEIGHTEN	TMA998,079	6/4/2018
China	HEIGHTEN	17326992	11/21/2016
China	HEIGHTEN	17326776	9/7/2016
China	HEIGHTEN	17326777	11/28/2016
Colombia	HEIGHTEN	IR1279652	12/17/2015
European Union	HEIGHTEN	14247985	10/14/2015
Madrid Protocol	HEIGHTEN	IR1279652	10/27/2015
Russian Federation	HEIGHTEN	590294	10/14/2015
United Kingdom	HEIGHTEN	UK00914247985	10/14/2015
United States of America	HEIGHTEN	4,914,698	3/8/2016