

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714737

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Higher Education Development Corp.		09/04/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Acupuncture and Alternative Medicine, LLC		
Also Known As:	AAMC LLC		
Street Address:	3808 N. Tamiami Trail		
City:	Sarasota		
State/Country:	FLORIDA		
Postal Code:	34234		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4817079	EAST WEST COLLEGE OF NATURAL MEDICINE	
CORRESPONDENCE DATA			
Fax Number:	8007261491		
<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:	18139258505		
Email:	trademarks@smithhopen.com		
Correspondent Name:	Smith & Hopen, P. A.		
Address Line 1:	180 PINE AVE N		
Address Line 4:	Oldsmar, FLORIDA 34677		
ATTORNEY DOCKET NUMBER:	3767.02		
NAME OF SUBMITTER:	Nicholas Pfeifer		
SIGNATURE:	/nicholas pfeifer/		
DATE SIGNED:	03/16/2022		
Total Attachments: 17			
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ASSET PURCHASE AGREEMENT

BY AND BETWEEN

AMERICAN HIGHER EDUCATION DEVELOPMENT CORP.

as Seller

and

ACUPUNCTURE AND ALTERNATIVE MEDICINE CLINIC, LLC,

as Purchaser

Dated as of

September 4, 2019

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of September 4, 2019 by and among AMERICAN HIGHER EDUCATION DEVELOPMENT CORP., a Delaware corporation ("Seller"), and ACUPUNCTURE AND ALTERNATIVE MEDICINE CLINIC, LLC ("AAMC"), a Florida limited liability company ("Purchaser").

WHEREAS, Seller owns and operates EAST WEST COLLEGE OF NATURAL MEDICINE, a postsecondary institution of higher education that is a Title IV eligible career school ("East West College" or "School") with a single campus located at 3808 North Tamiami Trail, Sarasota, Florida;

WHEREAS, Seller wishes to sell to Purchaser, and Purchaser wishes to purchase from Seller, substantially all of the Assets (as hereinafter defined) of East West College, all upon and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01 Certain Defined Terms. For purposes of this Agreement:

"Accrediting Body" means ACICS and ACAOM.

"ACAOM" means the Accreditation Commission for Acupuncture and Oriental Medicine.

"ACICS" means the Accrediting Council for Independent Colleges and Schools.

"Action" means any claim, action, suit, charge, complaint, arbitration, hearing, order, proceeding or investigation by or before any Governmental Authority.

"Active Student" means, as of the Closing Date, (A) any student who (i) is enrolled as a student at the School, (ii) has actually attended classes at the School during the one-month period immediately prior to the Closing Date, (iii) is enrolled as of the Closing Date and (iv) is not otherwise classified, as of such measurement date, as having withdrawn as a student of the School under applicable Educational Requirements or the School's attendance policies, or, separately, (B) any student who is, as of such measurement date, on a valid and approved leave of absence from the School of 180 days or less.

"Affiliate" means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person.

“Ancillary Agreements” means the Bill of Sale, the Assignment and Assumption Agreement, the Escrow Agreement and each other agreement, document or certificate executed and delivered pursuant to this Agreement.

“Assignment and Assumption Agreement” means the Assignment and Assumption Agreements to be executed by Seller and Purchaser on the Closing Date, substantially in the form of Exhibit A.

“Bill of Sale” means the Bill of Sale and Assignments to be executed by Seller on the Closing Date, substantially in the form of Exhibit B.

“Business Day” means any day that is not a Saturday, a Sunday, or other day on which banks are required or authorized by Law to be closed in Sarasota, Florida.

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended through the Closing Date.

“CIE” means the Florida Commission on Independent Education.

“Claims” means any and all administrative, regulatory or judicial actions, suits, demands, claims, judgments, decrees, orders, liens, notices of noncompliance or violation, investigations or proceedings except Educational Agency and Environmental claims.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, and the applicable rulings and regulations thereunder.

“Contract” means any contract, agreement, license, sublicense, franchise, permit, mortgage, purchase order, indenture, loan agreement, lease, sublease, concession, obligation, instrument or other similar arrangement or any commitment to enter into any of the foregoing (in each case, whether written or oral) to which Seller is a party or by which any of its assets are bound.

“Control” (including the terms “controlled by” and “under common control with”), with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Copyrights” means copyrights, whether registered or unregistered, in works of authorship of any type, including Software, registrations and applications for registration throughout the world, all rights therein provided by international treaties and conventions, all moral and common law rights associated therewith, all rights of publicity and privacy associated therewith, and all other rights associated therewith.

“Current Assets” means all: (a) Receivables (net of reserves for doubtful or uncollectible accounts receivable), (b) security deposits, (c) prepaid expenses, (d) Inventory (including inventory – books and components), (e) prepaid income tax; and (g) cash and cash equivalents, in each case that are transferred to Purchaser at the Closing. All such amounts shall be determined in accordance with U.S. GAAP and for purposes of calculating “Net Working Capital” means all Current Assets, but excluding cash and cash equivalents, and including as current student accounts receivables only

[Redacted pages 4-57]

statute or regulation are referred to as amended and supplemented from time to time (and, in the case of a statute or regulation, to any successor provision) and all regulations, rulings and interpretations promulgated pursuant thereto; and the headings of the various articles, sections and other subdivisions hereof are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof. Words used in this Agreement, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context shall require. The parties intend that each representation, warranty, and covenant contained herein shall have independent significance. If any party has breached any representation, warranty or covenant relating to the same subject matter (regardless of relative levels of specificity) as another representation, warranty, or covenant that such party has not breached, the lack of a breach of such second representation, warranty, or covenant shall not detract from or mitigate the fact that such party is in breach of the first representation, warranty, or covenant.

SECTION 11.11 Disclosure Schedule. No exceptions to any representation or warranty disclosed in one Section of the Disclosure Schedule shall constitute an exception to any other representation or warranty made in this Agreement unless the exception is disclosed as provided herein on each such other applicable Section of the Disclosure Schedule or cross-referenced in such other applicable Section of the Disclosure Schedule or unless the applicability of such exception to another Section of the Disclosure Schedule is reasonably apparent on its face.

SECTION 11.12 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or by means of portable document format (pdf) attachment to email) in counterparts, each of which when executed shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller, Owners and Purchaser have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first written above.

SELLER:

AMERICAN HIGHER EDUCATION
DEVELOPMENT CORP.

By: _____
Name: Stephen Tave
Title: President and COO

PURCHASER:

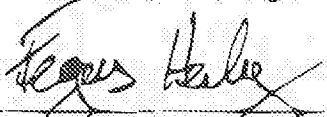
ACUPUNCTURE AND ALTERNATIVE
MEDICINE CLINIC, LLC

By: 
Name: Dr. Yoseph Feleke
Title: President and Chief Executive Officer

OWNERS (as to Section 6.04(a):

EVERGREEN ACQUISITION FUND 1,
L.P.

By: Wafra Partners, L.P., as general partner
By: Wafra Partners, Inc., as general partner

By: 
Name: Fergus Healy
Title: Authorized Signatory

[Redacted pages 60-63]

BILL OF SALE

This BILL OF SALE (this "Bill of Sale") dated as of March 4, 2020 is between Acupuncture and Alternative Medicine Clinic, LLC, a Florida limited liability company ("Purchaser"), and American Higher Education Development Corp., a Delaware corporation ("Seller").

RECITALS

Pursuant to that certain Asset Purchase Agreement dated as of September 4, 2019 (the "Asset Purchase Agreement") by and among Purchaser and Seller, Seller has agreed to sell, transfer and assign to Purchaser, and Purchaser has agreed to purchase and accept, the Assets, on the terms of, and subject to the conditions set forth in the Asset Purchase Agreement. Terms used but not defined herein shall have the meanings set forth in the Asset Purchase Agreement.

This Bill of Sale is being delivered pursuant to the Asset Purchase Agreement;

NOW, THEREFORE, in consideration of the premises and agreements contained herein and in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Purchaser hereby act and agree as follows:

1. Conveyance of Assets. In accordance with the terms and subject to the conditions of the Asset Purchase Agreement, the Seller hereby absolutely, unconditionally and irrevocably sells, transfers, assigns, conveys and delivers to Purchaser, all of the Assets and all rights, titles, privileges and interests of any kind or character therein with all appurtenances thereto, and any and all goodwill, going concern value and claims of the Seller associated with the foregoing, TO HAVE AND TO HOLD, unto Purchaser, its successors and assigns forever.

2. Representations and Warranties; Conflict with Asset Purchase Agreement. This Bill of Sale is subject to the representations, warranties, covenants and agreements contained in the Asset Purchase Agreement. Nothing contained in this Bill of Sale shall be deemed to supersede, diminish, enlarge on or modify any provision of, any of the obligations, agreements, covenants or representations and warranties of Seller or Purchaser contained in the Asset Purchase Agreement (all of which survive the execution and delivery of this Bill of Sale as provided, and subject to the limitations set forth, in the Asset Purchase Agreement). If any conflict or inconsistency exists between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

3. Assignment. This Bill of Sale shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Bill of Sale shall create or be deemed to create any third-party beneficiary rights in any Person or entity not a party to this Bill of Sale.

4. Governing Law. This Bill of Sale shall be construed, performed and enforced in accordance with the laws of the State of Florida without regard to the principles of the conflicts of laws thereof.

5. Severability. Whenever possible, each provision of this Bill of Sale shall be interpreted in such manner as to be effective and valid, but if any provision of this Bill of Sale is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not render invalid or unenforceable any other provision of this Bill of Sale.

6. Further Assurances. The parties shall from time to time after the date hereof at the request of the other, and without further consideration, execute and deliver to the other such additional instruments of assignment or assumption and other related documents in addition to this Bill of Sale as the parties shall reasonably request to evidence more fully the assumption by Purchaser of the Assumed Liabilities.

7. Counterparts. This Bill of Sale may be executed in two or more counterparts, all of which shall constitute one and the same instrument.

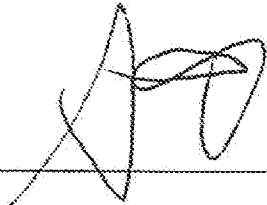
8. Facsimile Signatures. This Bill of Sale and any other document or agreement executed in connection herewith may be executed by delivery of a facsimile copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Bill of Sale on the date first set above.

SELLER:

AMERICAN HIGHER EDUCATION DEVELOPMENT CORP.

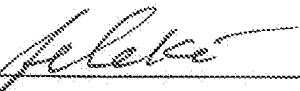
By:  _____

Name: Stephen Tave

Title: Chief Executive Officer

PURCHASER:

ACUPUNCTURE AND ALTERNATIVE
MEDICINE CLINIC, LLC

By:  _____

Name: YOSEPH FELEKE

Title: PRESIDENT

[Redacted pages 67-75]

**DISCLOSURE SCHEDULE
TO
ASSET PURCHASE AGREEMENT**

BY AND BETWEEN

AMERICAN HIGHER EDUCATION DEVELOPMENT CORP.

as Seller

and

ACUPUNCTURE AND ALTERNATIVE MEDICINE CLINIC, LLC,

as Purchaser

Dated as of

September 4, 2019

This disclosure schedule (this "Disclosure Schedule") is being delivered in connection with the execution and delivery of the Asset Purchase Agreement (this "Agreement") entered into as of September 4, 2019 by and among American Higher Education Development Corp., a Delaware corporation ("Seller"), and Acupuncture And Alternative Medicine Clinic, LLC ("AAMC"), a Florida limited liability company ("Purchaser"). Unless otherwise noted herein, any capitalized term in this Disclosure Schedule shall have the same meaning assigned to such term in the Agreement. The schedule numbers of this Disclosure Schedule correspond to the respective section number of the Agreement to which the disclosures relate.

Where any representation, warranty or covenant given in the Agreement is limited to or qualified by the materiality of matters to which the representation, warranty or covenant is given, the inclusion of any matter in this Disclosure Schedule does not constitute a determination that such matters are material. No disclosure made in this Disclosure Schedule shall be deemed to modify in any respect the standard of materiality set forth in the applicable representation, warranty or covenant or other provision contained in the Agreement, except to the extent it is readily apparent that such disclosure relates to such other representation, warranty or other provision. No disclosure in this Disclosure Schedule relating to any possible breach or violation of any contract or law may be construed as an admission to any third party that any such breach or violation exists or has actually occurred. This Disclosure Schedule is qualified in its entirety by the specific provisions of the Agreement.

[Redacted pages 78-88]

Section 4.12

Intellectual Property

(a)

Trademarks

East West College of Natural Medicine Trademark, registered with the U.S. Trademark Office, Serial number 86514786; Registration Number 4817079

Domain Names and Web Media

www.ewcollege.edu

Other Intellectual Property

Please refer to contract(s) referenced in Section 2.01(a)(ix)(4)

(b)

None.

[Redacted pages 90-112]

DECLARATION OF STEPHEN TAVE

1. I, Stephen Tave, am the Chief Executive Officer of American Higher Education Development Corporation.

2. I was the Chief Executive Officer of American Higher Education Development Corporation in 2015 at the time of filing the trademark application for EAST WEST COLLEGE OF NATURAL MEDICINE (hereinafter “the Application”).


3. At the time of filing the Application, American Higher Education Development Corporation, a legal entity, was doing business as East West College Of Natural Medicine, Inc.

4. The applicant on the Application was accidentally listed as the trade name rather than the legal entity.

5. I did not notice this error until shortly after receiving notice of Cancellation No. 92076452.

6. The error in identifying the applicant did not occur with any intent to deceive.

7. I hereby declare that all statements made in this declaration are of my own knowledge and are true, and that all statements made on information and belief are believed to be true.



Stephen Tave
Chief Executive Officer
American Higher Education Development Corp.

Date: March 24, 2021