

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM722552

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900671048		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Noni Educational Solutions, L.L.C.		12/17/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Teaching Strategies, LLC		
Street Address:	4500 East West Highway, Ste 300		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90584822	NONI	
Serial Number:	90585172		
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:	13177133500		
Email:	TMTaftdocket@taftlaw.com		
Correspondent Name:	/Zach Gordon/		
Address Line 1:	ONE INDIANA SQUARE, STE 3500		
Address Line 4:	INDIANAPOLIS, INDIANA 46204		
NAME OF SUBMITTER:	Zach Gordon		
SIGNATURE:	/Zach Gordon/		
DATE SIGNED:	04/20/2022		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated effective as of December 17, 2021, is made by Noni Educational Solutions, L.L.C., a Delaware limited liability company ("Assignor"), in favor of Teaching Strategies, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor desires to convey, transfer, and assign, from Assignor to Assignee, any and all intellectual property rights that are owned by, as well as those that may have been developed or acquired, and therefore potentially owned by, Assignor, for the mutual benefit of the parties; and Assignor desires to execute and deliver this IP Assignment for recording with governmental authorities, including, but not limited to, the US Patent and Trademark Office, the US Copyright Office and corresponding entities or agencies in any applicable jurisdiction;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For the mutual benefit of the parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "Assigned IP"):

- (a) All inventions (whether patentable or unpatentable and whether or not reduced to practice), patents, and patent applications owned by Assignor, whenever so created, both domestic and foreign, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, improvements, and renewals thereof (the "Patents");
- (b) All trademarks, trade dress, trademark registrations, and trademark applications owned by Assignor; including without limitation, all common law trademarks used and owned by the Assignor and the trademark registrations set forth in **Schedule 1** hereto, and all issuances, extensions, and renewals thereof, in each case together with the goodwill of the business, connected with the use of, and symbolized by, such intellectual property, (the "Trademarks");
- (c) All copyrights, copyright registrations, and copyright applications owned by Assignor; including without limitation, all unregistered copyrights held by Assignor, and the trademark registrations set forth in **Schedule 2** hereto (the "Copyrights");
- (d) All trade secrets and confidential and proprietary business information (including ideas, research and development, know how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals) owned by, or held and maintained as confidential information of, Assignor;
- (e) All right of Assignor to all domain names owned or controlled by Assignor;

- (f) All rights of Assignor, of any kind whatsoever, accruing under any of the foregoing and provided by the applicable law of any jurisdiction, international treaty or convention, or otherwise throughout the World;
- (g) Any and all royalties, fees, income, payments, and other proceeds, now or hereafter due or payable, with respect to any and all of the foregoing; and
- (h) Any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof; including all rights to and claims for damages, restitution, and injunctive relief, and any other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other governmental official in any jurisdiction, both domestic and foreign, to record and register this IP Assignment upon request by Assignee. Assignor shall take such steps and actions and render all necessary cooperation to Assignee and its successors, assigns, and legal representatives following the date hereof, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto, including without limitation all action necessary to secure the execution, completion, or filing of any requested documents, powers of attorney, files, registrations, or other similar items.

3. Assignor expressly grants Assignee the right and power of attorney necessary to file, on behalf of Assignor, such documents as necessary to update with any government agency or entity, the assignment and name change of Assignor to that of Assignee, and thereby ensure the recordation of proper chain of title for the Assigned IP. Further, Assignor hereby agrees to provide any documents and cooperation necessary in furtherance of such action.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Amendment. No amendment or waiver of any provision of this IP Assignment shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or in writing and executed by the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP

Assignment and the transactions contemplated hereby, shall be governed by, and construed in accordance with, the laws of the United States and the State of Indiana, without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR

NONI EDUCATIONAL SOLUTIONS,
L.L.C.

By: Kai-leé Berke
Kai-leé Berke, Manager

By: Tia Kaul Disick
Tia Kaul Disick, Manager

ASSIGNEE

TEACHING STRATEGIES, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR

NONI EDUCATIONAL SOLUTIONS,
L.L.C.

By: _____
Name:
Title:

ASSIGNEE

TEACHING STRATEGIES, LLC

By:  _____
Name: John Olsen
Title: Chief Executive Officer