

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM721823

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Follett Corporation		02/01/2022	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Follett Higher Education Group, Inc.		
<b>Street Address:</b>	3 Westbrook Corporate Center, Suite 200		
<b>City:</b>	Westchester		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60154		
<b>Entity Type:</b>	Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5022976	BRYTEWAVE	
<b>Registration Number:</b>	2777388	EPARTNER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172359493		
<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>	6179517790		
<b>Email:</b>	ronald.duvernay@ropesgray.com		
<b>Correspondent Name:</b>	Ronald M. Duvernay		
<b>Address Line 1:</b>	Prudential Tower, 800 Boylston Street		
<b>Address Line 2:</b>	Ropes & Gray LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199-3600		
<b>ATTORNEY DOCKET NUMBER:</b>	113273-0029		
<b>NAME OF SUBMITTER:</b>	Ronald M. Duvernay		
<b>SIGNATURE:</b>	/r duvernay/		
<b>DATE SIGNED:</b>	04/14/2022		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made as of February 1, 2022, from Follett Corporation, an Illinois corporation with an address at 3 Westbrook Corporate Center (Tower Three), Suite 200, Westchester, IL 60154 ("Assignor"), to Follett Higher Education Group, Inc., an Illinois corporation ("Assignee"), and is made in connection with that certain Follett Intellectual Property Assignment Agreement (the "IP Assignment Agreement"), effective February 1, 2022, by and between Assignor and Assignee. All capitalized terms used but not defined in this Assignment have the meanings given to them in the IP Assignment Agreement.

WHEREAS, pursuant to the IP Assignment Agreement, Assignor assigned and transferred to Assignee all of its rights, title, and interests in and to any and all trademarks, service marks, trade names, brand names, trade dress, slogans, and logos, including the registrations and applications therefor listed on Schedule I (collectively, the "Marks"), together with the goodwill associated with the Marks; and

WHEREAS, Assignee desires to record its rights in and to the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Effective as of immediately after the Merger and the Trademark Transactions, Assignor hereby sells, conveys, assigns, and transfers to Assignee, pursuant to the terms and conditions of the IP Assignment Agreement, all of Assignor's worldwide rights, title, and interests in and to the Marks and all registrations and applications for registration thereof, together with the goodwill of the business associated with the Marks, including without limitation all (i) common law rights in and to the Marks and (ii) any and all legal actions and rights and remedies at law or in equity for past, present, or future infringements, misappropriations, or other violations of the Marks, including, without limitation, the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith.

2. Further Assurances. At the reasonable request of Assignee, Assignor will execute and deliver and will cause to be executed and delivered such instruments of transfer, conveyance, assignment, and confirmation, and will take such actions as Assignee may reasonably deem necessary, to effectively transfer, contribute, assign, and deliver to Assignee all of Assignor's rights, title, and interests in and to the Marks.

3. Recordation. Effective as of immediately after the Merger and the Trademark Transactions, Assignor hereby authorizes and requests the United States Patent and Trademark Office, and any other official throughout the world whose duty it is to register and record ownership in trademark registrations and applications, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Marks.

4. Severability. Any term or provision of this Assignment that is invalid or unenforceable in any situation will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

5. Successors and Assigns. This Assignment will be binding upon and enforceable against Assignor and its successors and assigns and will inure to the benefit of and be enforceable by Assignee and its successors and assigns.

6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof. The competent court of jurisdiction for all disputes arising from or in connection with this Agreement will be exclusively the courts of the State of Delaware or the courts of the United States located in the State of Delaware.

7. Counterparts. This Assignment may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

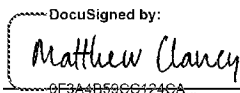
8. Headings. The headings used in this Assignment are intended for convenience and will not be used by themselves in interpreting this Assignment or in determining any of the rights or obligations of the Assignor or Assignee.

*[Signature page follows]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

**ASSIGNOR:**

**Follett Corporation**

By:   
Name: Matthew Clancy  
Title: Vice President and Secretary

**ASSIGNEE:**

**Follett Higher Education Group, Inc.**

By: \_\_\_\_\_  
Name: Emmanuel Kolady  
Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

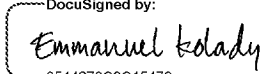
**ASSIGNOR:**

**Follett Corporation**

By: \_\_\_\_\_  
Name: Matthew Clancy  
Title: Vice President and Secretary

**ASSIGNEE:**

**Follett Higher Education Group, Inc.**

By:  \_\_\_\_\_  
Name: Emmanuel Kolady  
Title: Chief Executive Officer