

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732522

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rubicon Publishing, Inc.		05/25/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Savvas Learning Company LLC		
Street Address:	15 E. Midland avenue		
Internal Address:	suite 502		
City:	Paramus		
State/Country:	NEW JERSEY		
Postal Code:	07652		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5472445	MATH UP	
Registration Number:	6430816	MATH UP	
Registration Number:	3476663	BOLDPRINT	
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>			
Email:	mcardrot@wilcoxip.com		
Correspondent Name:	Wilcox IP, P.C.		
Address Line 1:	20 N. Wacker Drive		
Address Line 2:	Suite 1000		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Mary A. Cadrot		
SIGNATURE:	/Mary A. Cadrot/		
DATE SIGNED:	06/06/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**") is effective as of May 25th, 2022 by and between Rubicon Publishing, Inc. a corporation formed under the laws of Ontario, Canada ("**Assignor**"), and Savvas Learning Company LLC, a Delaware limited liability company ("**Assignee**").

WHEREAS, the Parties have entered into an Intellectual Property Transfer Agreement dated as of May 25th, 2022 (the "Agreement"), pursuant to which, subject to the terms and conditions therein, Assignor has agreed to assign to Assignee all of its rights, titles and interests in and to the trademarks set forth in Exhibit A hereto (the "Marks") in Canada, the United States and throughout the world, together with the goodwill of the business pertaining thereto.

NOW, THEREFORE, in consideration of the foregoing premises, the covenants and agreements in this Assignment, Assignor agrees as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's common law and registered rights, titles and interests in and to the Marks in Canada, the United States and throughout the world, together with the goodwill of the business pertaining to such 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, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; and together with all claims for damages by reason of past infringements of the Marks, along with the right to sue for and collect such damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and the trademark authorities of Canada to record Assignee as the assignee of all of Assignor's right, title and interest in and to the Marks in accordance with the terms of this instrument.

3. Assignor hereby represents and warrants that Assignor has the full power and has taken all necessary action to make the present assignment. Assignor further agrees that Assignor will, without demanding any further consideration therefor (other than such reasonable expenses as may be agreed upon by the parties from time to time), at the request of Assignee do all lawful and just acts including the execution and acknowledgment of instruments, that may be or become necessary for maintaining and perfecting and enforcing Assignee's rights in and to the Marks, particularly in cases of interference and litigation.

4. Except as expressly set forth in the Agreement, this Agreement replaces and supersedes any prior written or verbal agreements, understandings, communications or representations concerning the Marks.

5. This Assignment is made and entered into pursuant to the Agreement. Assignor makes no representations or warranties regarding this assignment (or the subject matter thereof) other than as set forth in the Agreement. In the event of any conflict or inconsistency between the Agreement and this Assignment, the terms of the Agreement shall control.

IN WITNESS WHEREOF, Assignee and Assignor have executed this Assignment to be effective on the date first above written.

RUBICON PUBLISHING, INC. (Assignor)



By: BethlamForsa
BethlamForsa (Jun 3, 2022 09:38 EDT)
Name: BethlamForsa
Title: Chief Executive Officer

SAVVAS LEARNING COMPANY LLC (Assignee)

By: BethlamForsa
BethlamForsa (Jun 3, 2022 09:39 EDT)
Name: BethlamForsa
Title: Chief Executive Officer

Exhibit A –

Marks Assigned to Savvas Learning Company LLC

Mark	Registrations
MATH UP	United States Reg. No.: 5472445 Canada Reg. No. TMA987109
 The logo for 'MATH UP' features the word 'MATH' in a bold, sans-serif font, followed by 'UP' in a similar font inside a circular emblem with a halftone dot pattern.	United States Reg. No. 6430816 Canada Reg. No. TMA1095886
BOLDPRINT	United States Reg. No. 3476663 Canada Reg. No. TMA700421
À LA UNE	Canada Reg. No. TMA737766
 The logo for 'THE 10' consists of the word 'THE' in a small font above the number '10' in a large, bold font, both contained within a circular emblem with a halftone dot pattern.	Canada Reg. No. TMA738213
TIMELINE	Canada Reg. No. TMA737425
RUBICON	Unregistered

Ru u bicon	Unregistered
SANKOFA	Unregistered
