

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733199

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		09/15/2021	Non-Profit Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	NWEA		
Street Address:	121 NW Everett St.		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97209		
Entity Type:	Non-Profit Corporation: OREGON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5503765	LEVEL 12	
Registration Number:	5503766	LEVEL 12 ENTERPRISE ASSESSMENT PLATFORM	
CORRESPONDENCE DATA			
Fax Number:	5032260079		
<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:	5032261191		
Email:	ebootsma@buchalter.com		
Correspondent Name:	Ernest G. Bootsma		
Address Line 1:	805 S.W. Broadway, Suite 1500		
Address Line 4:	Portland, OREGON 97205		
NAME OF SUBMITTER:	Ernest G. Bootma		
SIGNATURE:	/Ernest G. Bootsma/		
DATE SIGNED:	06/08/2022		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “Assignment”) is executed and delivered as of October 29, 2021, by Educational Testing Service, a non-profit, non-stock corporation organized and existing under the Education Law of the State of New York (“Assignor”), in favor of NWEA, an Oregon non-profit corporation (“Assignee”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Asset Transfer Agreement (as amended, modified or supplemented from time to time in accordance with its terms, the “Transfer Agreement”), dated as of September 15, 2021, by and among Assignor, Assignee and Questar Assessment Inc., a Delaware corporation.

WHEREAS, each Assignor has agreed pursuant to the Transfer Agreement to assign to Assignee all of its right, title and interest in, and to execute this Assignment to enable Assignee to record the assignment of, (i) the trademarks, registrations and applications, and (ii) all foreign counterparts, and extensions of the trademarks, registrations and applications, in each case listed on Schedule 1 hereto (collectively, the “Assigned Marks”).

NOW, THEREFORE, for good and valuable consideration provided in the Transfer Agreement, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as follows:

1. Assignor hereby conveys, transfers, and assigns to Assignee any and all right, title, and interest of Assignor in and to the Assigned Marks and all related common-law rights and all goodwill associated therewith (for the sole use and benefit of Assignee and its successors, assigns, or other legal representatives).

2. Assignee is to hold all right, title, and interest in and to the Assigned Marks as fully and exclusively as it would have been held and enjoyed by any Assignor had the assignment in Section 1 not been made.

3. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States to record Assignee as the assignee and owner of the Assigned Marks and to issue any trademarks which may be granted on any applications included in the Assigned Marks to Assignee as assignee of the entire right, title and interest therein and thereto.

4. This Assignment is valid as between the parties as of the ETS Closing Date. Assignor agrees, without additional consideration but at Assignee’s sole cost and expense, to take such further actions and to execute any powers of attorney, applications, assignments, declarations, affidavits, and other papers that are, in each case, reasonably necessary to transfer, vest, record and perfect good, valid and marketable title in the Assigned Marks to the Assignee.

5. Notwithstanding anything to the contrary contained in this Assignment, Assignor makes no representation or warranty herein with respect to the Assigned Marks; provided that nothing in this paragraph shall relieve Assignor of any liability under and subject to the terms and conditions of the Transfer Agreement for the breach of any representation or warranty contained therein.

6. To the extent there is a conflict between the terms and provisions of this Assignment and the Transfer Agreement, the terms and provisions of the Transfer Agreement will govern. Nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations, limitations, indemnities or, in general any of the rights, remedies or obligations of any party set forth in the Transfer Agreement or any other agreement or instrument executed pursuant thereto.

7. This Assignment shall be governed by, and construed and enforced in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Remainder of Page Left Blank – Signature Page to Follow]

Execution Version

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment as of the date first written above.

Educational Testing Service

By Walt MacDonald

Name: Walter MacDonald
Title: Chief Executive Officer

NWEA

By Cliff Wilmfich

Name: Cliff Wilmfich
Title: Chief Executive Officer

SCHEDULE 1

Assigned Marks

Docket Id	Country	Title	App. #	App. Date	Reg. #	Reg. Date	Case Status	Type	Category	Classes
011948-1407-999	United States of America	LEVEL 12 ENTERPRISE ASSESSMENT PLATFORM	87/143,160	8/18/2016	5,503,766	6/26/2018	Registered	Trademark	Intent to Use	41,42
011948-1408-999	United States of America	LEVEL 12	87/143,138	8/18/2016	5,503,765	6/26/2018	Registered	Trademark	Intent to Use	41,42