

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749318

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900692106		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Follett Corporation		12/21/2021	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Follett Educational Foundation		
Street Address:	1340 Ridgeview Dr.		
City:	McHenry		
State/Country:	ILLINOIS		
Postal Code:	60050		
Entity Type:	Non-Profit Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	87149838		
Serial Number:	78900323	FOLLETT	
Serial Number:	75699182	F FOLLETT HIGHER EDUCATION GROUP	
Serial Number:	87089714	FOLLETT DISCOVER	
Serial Number:	88153417	FOLLETT IGNITE	
Serial Number:	87069213	FOLLETTBOUND	
Serial Number:	76001005	FOLLETT	
CORRESPONDENCE DATA			
Fax Number:	3126165700		
<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:	3126165600		
Email:	trademark@leydig.com		
Correspondent Name:	Tamara A. Miller, Leydig, Voit & Mayer		
Address Line 1:	Two Prudential Plaza, 180 N. Stetson Ave		
Address Line 2:	Suite 4900		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	290833		
NAME OF SUBMITTER:	Tamara A. Miller		

SIGNATURE:	/Tamara A. Miller/
DATE SIGNED:	08/17/2022
Total Attachments: 7 source=Follett and Foundation Trademark Asset Assignment Agreement (Execution Copy)(2021.12.21) 8-17-22#page1.tif source=Follett and Foundation Trademark Asset Assignment Agreement (Execution Copy)(2021.12.21) 8-17-22#page2.tif source=Follett and Foundation Trademark Asset Assignment Agreement (Execution Copy)(2021.12.21) 8-17-22#page3.tif source=Follett and Foundation Trademark Asset Assignment Agreement (Execution Copy)(2021.12.21) 8-17-22#page4.tif source=Follett and Foundation Trademark Asset Assignment Agreement (Execution Copy)(2021.12.21) 8-17-22#page5.tif source=Follett and Foundation Trademark Asset Assignment Agreement (Execution Copy)(2021.12.21) 8-17-22#page6.tif source=Follett and Foundation Trademark Asset Assignment Agreement (Execution Copy)(2021.12.21) 8-17-22#page7.tif	

FOLLETT TRADEMARK ASSET ASSIGNMENT AGREEMENT

THIS FOLLETT TRADEMARK ASSET ASSIGNMENT AGREEMENT (this "*Agreement*") is entered into by and between Follett Corporation ("*Assignor*") an Illinois corporation having a place of business at 3 Westbrook Corporate Center (Tower Three), Suite 200, Westchester, IL 60154, and Follett Educational Foundation ("*Assignee*"), an Illinois not-for-profit organization having a place of business at 1340 Ridgeview Dr., McHenry, IL, and effective immediately after the Merger (defined below) and simultaneously with the Trademark License Agreement (defined below). Assignor and Assignee may be referred to herein individually as a "*Party*" and collectively, the "*Parties*".

Background

A. Assignor, Follett Parent, LP, Follett Merger Sub, Inc. ("*Merger Sub*"), and Shareholder Representative Services LLC have entered into an Agreement and Plan of Merger anticipated to be dated December 21, 2021 (the "*Merger Agreement*"), pursuant to which Merger Sub will merge with and into Assignor at the Effective Time (as defined in the Merger Agreement) the "*Merger*".

B. Immediately after the Merger, Assignor desires to assign, transfer, contribute, convey, delegate and deliver, and Assignee desires to receive and accept, all right, title, interest and obligations in, to and under the Assigned Trademarks (defined below) and the Assigned Contracts (defined below), in accordance with the following terms and conditions.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- Assignment of Trademark Assets.** Subject to Section 2, Assignor hereby assigns, transfers, contributes, conveys, delegates and delivers to Assignee, and Assignee hereby receives and accepts, all of Assignor's rights, title, interests and obligations in, to and under (collectively the "*Asset Assignment*"):
 - the trademarks, service marks, logos, trademark registrations and applications for trademark registration set forth on Exhibit A, all registrations, applications, extensions and renewals thereof, all rights conferred under any of the foregoing, including all common law and other rights, and all goodwill of the business associated with or symbolized by any of the foregoing (the "*Assigned Trademarks*"); and
 - the contracts set forth on Exhibit B (the "*Assigned Contracts*").
- Condition Precedent.** The Asset Assignment is conditioned on the Parties simultaneously entering into a Trademark License Agreement substantially in the form attached as Exhibit C (the "*Trademark License Agreement*").
- Recordation of Trademarks.** Assignor hereby authorizes and requests the United States Commissioner for Trademarks and any other similar government authority anywhere in

the world to record Assignee as the owner of the Assigned Trademarks and issue any and all trademark registrations issued thereon to and in the name of Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns and other legal representatives. Assignee has the right, at its sole cost, to record this Agreement with all applicable government authorities and registrars so as to perfect its ownership of the Assigned Trademarks.

4. **Further Assurances.** Subject to each Party's rights and obligations in the Trademark License Agreement, upon Assignee's reasonable request and at Assignee's sole cost (including with respect to legal, vendor and official fees associated with notarizing, legalizing and recording documents), Assignor will provide Assignee and its successors, assigns and other legal representatives with reasonable cooperation and assistance (including the execution and delivery of affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) in connection with: (a) the perfection of the rights assigned in this Agreement, including the preparation, execution and delivery of all documentation which may be reasonably necessary to further document and record the assignment of the Assigned Trademarks and Assigned Contracts made in this Agreement, and (b) the instruction of any governmental authority in connection therewith.
5. **Governing Law.** This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Delaware without regard to its conflict of law rules. 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.
6. **Entire Agreement.** This Agreement (including its Exhibit(s)) constitutes the full and entire understanding and agreement among the Parties with regard to the subject matters hereof and thereof and supersedes all other prior agreements and understandings with regard to the subject matters hereof and thereof.
7. **Counterparts and Electronic Signatures.** This Agreement may be executed in counterparts, each of which when so executed will be deemed to be an original, and all of which taken together will constitute one and the same instrument. The Parties agree that electronic signatures and facsimile signatures shall be legally binding.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement.

ASSIGNOR:

Follett Corporation

By: 

Name: S. Mark Sproat

Title: Executive Vice President, General
Counsel & Secretary

ASSIGNEE:

Follett Educational Foundation

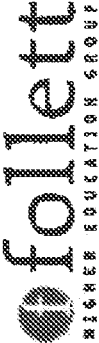
By: 

Name: Britten Follett


Title: President, Follett Educational Foundation

Exhibit A

Assigned Trademarks

Mark	Country	Owner	Case Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date
	Dominican Republic	Follett Corporation	Registered	201428436	10/3/2014	218174	1/15/2015
	United States of America	Follett Corporation	Registered	87/149838	8/24/2016	5254481	8/1/2017
FOLLETT	Canada	Follett Corporation	Registered	1451370	9/11/2009	TMA84002	1/14/2013
FOLLETT	Dominican Republic	Follett Corporation	Registered	201418400	6/6/2014	214305	9/15/2014
FOLLETT	European Community	Follett Corporation	Registered	10436996	11/22/2011	10436996	4/26/2012
FOLLETT	United Kingdom	Follett Corporation	Registered	UK00910436996	11/22/2011	UK00910436996	4/26/2012
FOLLETT	United States of America	Follett Corporation	Registered	78/909323	6/5/2006	3369352	1/15/2008
	United States of America	Follett Corporation	Registered	75/699182	5/6/1999	2460891	6/19/2001
[NOTE: Due for renewal 6/19/21 but none was filed because not in use. In grace period until 12/19/21.]							
FOLLETT DISCOVER	United States of America	Follett Corporation	Registered	87/089714	6/30/2016	5129104	1/24/2017
FOLLETT IGNITE	United States of America	Follett Corporation	Registered	88/153417	10/12/2018	5962646	1/14/2020

NAL152245560v8
12/10/21

Mark	Country	Owner	Case Status	App. No.	Appl. Date	Reg. No.	Reg. Date
FOLLETTBOUND	United States of America	Follett Corporation	Registered	87/069213	6/13/2016	5248838	7/25/2017
	United States of America	Follett Corporation	Registered	76/001005	3/15/2000	2651053	11/19/2002

NOTE: Not used will not be renewed

Exhibit B
Assigned Contracts

1. Trademark License Agreement between Follett Corporation and Follett School Solutions Holding, Inc., effective as of August 31, 2021, as amended pursuant to the Amendment No. 1 letter agreement dated December 21, 2021.

Exhibit C
Trademark License Agreement

[See attached]