

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM741130

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Don White		07/11/2022	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Carnegie Learning, Inc.		
<b>Street Address:</b>	501 Grant Street, Suite 1075		
<b>Internal Address:</b>	Union Trust Building		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3921211	CLEARMATH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9735972400		
<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>	973-597-2500		
<b>Email:</b>	lstrademark@lowenstein.com		
<b>Correspondent Name:</b>	Matthew P. Hintz, Esq.		
<b>Address Line 1:</b>	One Lowenstein Drive		
<b>Address Line 2:</b>	c/o Lowenstein Sandler LLP		
<b>Address Line 4:</b>	Roseland, NEW JERSEY 07068		
<b>ATTORNEY DOCKET NUMBER:</b>	32219.40		
<b>NAME OF SUBMITTER:</b>	Matthew Hintz, Esq.		
<b>SIGNATURE:</b>	/Matthew Hintz/		
<b>DATE SIGNED:</b>	07/14/2022		
<b>Total Attachments: 3</b>			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), effective as of the date of the last signature below (the "Effective Date") is made by Don White ("Seller"), an individual, located at 93 Stage Road, London, KY 40744, and Carnegie Learning, Inc. ("Buyer"), a Pennsylvania corporation, located at Union Trust Building, 501 Grant Street, Suite 1075, Pittsburgh, PA 15219.

WHEREAS, Seller is owner of the standard character mark (the "Mark"), registered with the United States Patent and Trademark Office ("USPTO") as Reg. No. 3921211 for "CLEAR MATH" in International Class 41, and

WHEREAS, Seller has agreed to sell, transfer, contribute, and assign to Buyer, and the Buyer wishes to accept, all of Seller's right, title, and interest in and to the Mark, together with the goodwill of the business associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Seller hereby irrevocably sells, transfers, contributes, and assigns to Buyer, and Buyer hereby accepts, (a) all of Seller's right, title, and interest in and to the Mark, including all renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Mark; (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction; (c) 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 (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the USPTO to record and register this Trademark Assignment upon request by Buyer. Following the Effective Date, each of the parties shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Trademark Assignment.

3.



4. [REDACTED]

[REDACTED]

5. Representations and Warranties of Seller. Seller represents and warrants to Buyer that (a) Seller has the full right, power, and authority to enter into this Trademark Assignment and perform its obligations hereunder; (b) Seller owns all right, title, and interest in and to the Mark, free and clear of liens, security interests, and other encumbrances; (c) the Mark is valid, subsisting, and enforceable by Seller, and is not subject to any pending or, to Seller's knowledge, threatened challenge or claim to the contrary; (d) to best of Seller's knowledge, the Mark does not infringe or otherwise violate the intellectual property or other U.S. rights of any third party or violate any applicable regulation or law; and (e) there are no actions (including any opposition or cancellation proceedings) settled, pending, or, to Seller's knowledge, threatened (including in the form of offers to obtain a license): (i) alleging any infringement, misappropriation, dilution, or other violation of the intellectual property rights of any third party based on the use of the Mark, or (ii) challenging the validity, enforceability, registrability, or ownership of any Mark.

6. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that Buyer has the full right, power, and authority to enter into this Trademark Assignment and perform its obligations hereunder.

7. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement.

8. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. Notwithstanding anything contained in this Agreement, Buyer's obligation to make the Payment to Seller shall survive the death or disability of Seller. In the event of the death or disability of Seller, Buyer shall pay the balance of the Payment to Seller's duly appointed legal representative.

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

10. Delivery by Facsimile or Other Electronic Delivery. This Trademark Assignment and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including email of a PDF signature or DocuSign), shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or other electronic transmission (including email of a PDF signature or DocuSign) to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other electronic transmission (including email of a PDF signature or DocuSign) as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

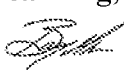
IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Trademark Assignment as of the Effective Date.

**Don White**

Signature: 

Date: 07 / 11 / 2022

**Carnegie Learning, Inc.**

By: 

Name: Barry Malkin

Title: Chief Executive Officer

Date: 07 / 11 / 2022