

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM742836

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scantron Corporation		06/27/2022	Corporation: DELAWARE
Castle Worldwide Inc.		06/27/2022	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Measure CL LLC		
Street Address:	1313 Lone Oak Road		
City:	Eagan		
State/Country:	MINNESOTA		
Postal Code:	55121		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4871419	CASTLE CONNECT	
Registration Number:	4541952	AGILE DESIGN ENVIRONMENT (ADE)	
Registration Number:	5566360	CASTLE CONTENTLOCK	
Registration Number:	5199986	INTELLIGENT SOLUTIONS FOR QUALITY TESTIN	
Registration Number:	3109767	COLUMBIA ASSESSMENT SERVICES	
Registration Number:	4080462	TEN	
Registration Number:	3107321	CASTLE WORLDWIDE, INC.	
Registration Number:	2662051	CASTLE WORLDWIDE, INC.	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		

CH \$215.00 4871419

ATTORNEY DOCKET NUMBER:	36770-00003
NAME OF SUBMITTER:	Stephanie Kann
SIGNATURE:	/stephanie kann/
DATE SIGNED:	07/21/2022

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”) is made and entered into as of June 27, 2022 (the “Effective Date”) by and among Scantron Corporation, a Delaware corporation and Castle Worldwide Inc., a North Carolina corporation (collectively “Assignors”) and Meazure CL LLC, a Delaware limited liability company (“Assignee”), pursuant to that certain Asset Purchase Agreement, dated as of May 27, 2022 (the “Purchase Agreement”), between Assignors and Assignee. Assignors and Assignee are individually referred to herein as a “Party,” and collectively as the “Parties.” Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignee wishes to acquire all of Assignors’ right, title and interest in and to the Transferred Intellectual Property, together with all goodwill of the business associated therewith and symbolized thereby, including without limitation the Intellectual Property set forth on Exhibit A hereto (collectively, the “Assigned IP”), and Assignors wish to assign such right, title and interest in the Assigned IP to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending legally to be bound, hereby agree as follows:

1. Transfer of Assigned IP. Assignors do hereby irrevocably sell, transfer, convey, assign and deliver to Assignee and its successors and assigns, and Assignee does hereby unconditionally accept all of Assignors’ right, title and interest in and to (a) the Assigned IP; (b) all rights to royalties, fees, income, payments, and other proceeds deriving from the Assigned IP; and (c) all claims, causes of action and enforcement rights, whether currently pending, filed, or otherwise, with respect to the Assigned IP, including all rights to damages, injunctive relief and any other remedies for past, current and future infringement, misappropriation or dilution of the Assigned IP, 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 Assignors if this Assignment had not been made. The foregoing assignment of the Assigned IP to Assignee includes an irrevocable waiver of all moral rights of authors in the Assigned IP, if any (to the extent that such rights cannot be assigned to Assignee).
2. Further Assurances. Assignors covenant and agree that, at any time and from time to time upon the request of Assignee, Assignors shall execute and deliver such further documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned IP in Assignee, its successors and assigns in accordance with the foregoing.
3. Entire Agreement. This Assignment, and the Purchase Agreement, constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof, and supersede all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof and thereof.
4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
5. Governing Law. This Assignment shall be governed by and construed in accordance with the domestic Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

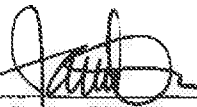
6. Consent to Jurisdiction. THE PARTIES AGREE THAT JURISDICTION AND VENUE IN ANY ACTION BROUGHT BY ANY PARTY PURSUANT TO THIS AGREEMENT SHALL EXCLUSIVELY LIE IN THE DELAWARE COURT OF CHANCERY (OR, ONLY IF THE DELAWARE COURT OF CHANCERY DECLINES TO ACCEPT JURISDICTION OVER A PARTICULAR MATTER, ANY FEDERAL COURT OF THE UNITED STATES OF AMERICA SITTING IN THE STATE OF DELAWARE), AND ANY APPELLATE COURT THEREOF. BY EXECUTION AND DELIVERY OF THIS ASSIGNMENT, EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY WITH RESPECT TO SUCH ACTION. THE PARTIES IRREVOCABLY AGREE THAT VENUE WOULD BE PROPER IN SUCH COURT, AND HEREBY WAIVE ANY OBJECTION THAT SUCH COURT IS AN IMPROPER OR INCONVENIENT FORUM FOR THE RESOLUTION OF SUCH ACTION. THE PARTIES FURTHER AGREE THAT THE MAILING BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, OF ANY PROCESS REQUIRED BY ANY SUCH COURT SHALL CONSTITUTE VALID AND LAWFUL SERVICE OF PROCESS AGAINST THEM, WITHOUT NECESSITY FOR SERVICE BY ANY OTHER MEANS PROVIDED BY STATUTE OR RULE OF COURT.
7. Counterparts. This Assignment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts (any one of which may be by any digital imaging device (e.g., .pdf format)) have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart.
8. Purchase Agreement Shall Control. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way whatsoever the terms or conditions of the Purchase Agreement (including, without limitation, the representations, warranties, covenants, agreements and obligations contained therein) or any rights, duties or obligations of Assignors or Assignee thereunder. In the event of any conflict or inconsistency between this Assignment and the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern and control in all respects.

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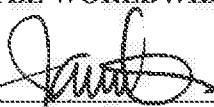
IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNORS:

SCANTRON CORPORATION

By: 
Name: James Oh
Title: Vice President

CASTLE WORLDWIDE INC.

By: 
Name: James Oh
Title: Vice President

ASSIGNEE:

MEAZURE CL LLC

Timothy McClinton

By: _____

Name: Tim McClinton

Title: Chief Executive Officer


[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 007797 FRAME: 0113

Exhibit A

Assigned IP

1. Trademarks

Mark	Type	Serial No.	Filed	Owner	Reg. No.	Reg. Date
Castle Connect	Service Mark	86267384	4/30/14	Castle Worldwide, Inc.	4871419	12/15/15
Agile Design Environment (ADE)	Trademark	85904363	4/15/13	Castle Worldwide, Inc.	4541952	6/3/14
Castle Contentlock	Trademark	87194124	10/5/16	Castle Worldwide, Inc.	5566360	9/18/18
Intelligent Solutions for Quality Testing	Service Mark	87201854	10/13/16	Castle Worldwide, Inc.	5199986	5/9/17
Columbia Assessment Services	Service Mark	76591115	5/6/04	Castle Worldwide, Inc.	3109767	6/27/06
TEN		77777500	7/9/2009	Castle Worldwide, Inc.	4080462	1/3/2012
CASTLE WORLDWIDE, INC. & Design 		76593695	5/20/2004	Castle Worldwide, Inc.	3107321	6/20/2006
CASTLE WORLDWIDE, INC.		76262890	5/29/2001	Castle Worldwide, Inc.	2662051	12/17/2002

2. Domain Names and Websites

- a. castlecontentlock.com - redirect
- b. castleworldwide.co- redirect
- c. castletesting.com - parked
- d. castleworldwide.com - redirect
- e. castleworldwide.net – redirect
- f. castleworldwide.biz - redirect
- g. castleworldwide.info - redirect
- h. castleworldwide.org – redirect
- i. castleworldwide.in – redirect
- j. castleworldwide.tw – redirect
- k. castleww.com