

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM750556

<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>
Goddard Systems, LLC		08/19/2022	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goddard Franchisor LLC		
<b>Street Address:</b>	1016 W. 9th Avenue		
<b>City:</b>	King of Prussia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19406		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97269834	IGODDARD	
<b>Serial Number:</b>	97265420	GODDARD SCHOOL FRANCHISE	
<b>Registration Number:</b>	6377683	WELCOME TO THE GODDARD FAMILY	
<b>Registration Number:</b>	5516960	READY SET GODDARD	
<b>Registration Number:</b>	4465004	GODDARD FAMILY CONNECT	
<b>Registration Number:</b>	4428119	GODDARD CONNECT	
<b>Registration Number:</b>	5606004	READY. SET. GODDARD!	
<b>Registration Number:</b>	5395048	SCHOOL READY LIFE READY CAREER READY	
<b>Registration Number:</b>	4428118	CO	
<b>Registration Number:</b>	4457865	THE GODDARD SCHOOL FOR EARLY CHILDHOOD D	
<b>Registration Number:</b>	4395868		
<b>Registration Number:</b>	4985038	POWERED BY SCIENCE · TECHNOLOGY · ENGINE	
<b>Registration Number:</b>	4813738	PROMISING FUTURES	
<b>Registration Number:</b>	4429854	F.L.EX.	
<b>Registration Number:</b>	4426366	LEARNING FOR FUN. LEARNING FOR LIFE.	
<b>Registration Number:</b>	3060219	DEFINING CHILDCARE	
<b>Registration Number:</b>	2967143	THE GODDARD SCHOOL FOR EARLY CHILDHOOD D	
<b>Registration Number:</b>	2539754	GODDARD	
<b>Registration Number:</b>	1788532	THE GODDARD SCHOOL	

CH \$490.00 97269834

**CORRESPONDENCE DATA****Fax Number:** 2037822889*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.***Phone:** 203.498.4347**Email:** fduffin@wiggins.com**Correspondent Name:** Francis J. Duffin, Wiggins and Dana LLP**Address Line 1:** One Century Tower, 265 Church Street**Address Line 4:** New Haven, CONNECTICUT 06510

<b>NAME OF SUBMITTER:</b>	Francis J. Duffin
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<b>SIGNATURE:</b>	/fjd/
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<b>DATE SIGNED:</b>	08/23/2022
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**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Trademark Assignment") is made and entered into as of August 19, 2022, by and between GODDARD SYSTEMS, LLC, a Pennsylvania limited liability company located at 1016 W. 9th Avenue, King of Prussia, Pennsylvania, 19406, ("Assignor"), and GODDARD FRANCHISOR LLC, a Delaware limited liability company located at 1016 W. 9th Avenue, King of Prussia, Pennsylvania, 19406 ("Assignee") (collectively referred to as the "Parties").

WHEREAS, pursuant to the Contribution Agreement between the Parties, dated as of the date hereof (the "Agreement"), Assignor assigned all right, title and interest in and to the United States trademarks, service marks, and registrations and applications for the same listed on the attached Schedule 1 (collectively referred to as the "Trademarks"), and all goodwill connected with the use of or symbolized by the Trademarks;

WHEREAS, pursuant to the Agreement, Assignee has acquired all right, title and interest in and to the Trademarks, and the Parties wish to confirm and record such acquisition in the United States Patent and Trademark Office; and

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

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

Pursuant to the Agreement, Assignor hereby (i) irrevocably sells, assigns, and transfers all of its right, title, and interest in and to the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks to Assignee, absolutely and not as collateral security, without recourse; and (ii) vests in Assignee all powers and rights of Assignor under the Trademarks including the right to bring an action at law or in equity for any infringement, misappropriation, dilution, or other violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements, and proceeds relating to the Trademarks, to have and to hold the same unto Assignee and its successors and assigns forever, as of the date hereof.

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any application for registration of a trademark (together with any associated trademark rights and goodwill) that would be invalidated, canceled, voided, or abandoned due to the grant or enforcement of an assignment or security interest, including intent-to-use applications filed with the United States Patent & Trademark Office pursuant to 15 U.S.C. Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d); unless and until such time that the grant or enforcement of the assignment or security interest would not cause such application (and any associated trademark rights and goodwill) to be invalidated, canceled, voided, or abandoned.

The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement.

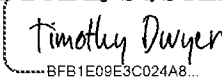
THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

This Trademark Assignment may be executed by the Parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned have caused this TRADEMARK ASSIGNMENT to be duly executed and delivered as of the date first written above.

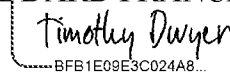
GODDARD SYSTEMS, LLC

  
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By: \_\_\_\_\_

Name: Timothy Dwyer  
Title: Chief Financial Officer



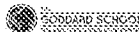

GODDARD FRANCHISOR LLC


  
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By: \_\_\_\_\_

Name: Timothy Dwyer  
Title: Chief Financial Officer

**Schedule 1  
Trademarks**

<b>Mark</b>	<b>Jurisdiction</b>	<b>App. Serial No./ App. Date</b>	<b>Reg. No./ Reg. Date</b>
IGODDARD	United States	97/269,834 16-FEB-2022	N/A
GODDARD SCHOOL FRANCHISE	United States	97/265,420 14-FEB-2022	N/A
WELCOME TO THE GODDARD FAMILY	United States	90/203,691 23-SEP-2020	6,377,683 08-JUN-2021
READY SET GODDARD	United States	87/504,690 26-JUN-2017	5,516,960 17-JUL-2018
GODDARD FAMILY CONNECT	United States	85/834,941 29-JAN-2013	4,465,004 14-JAN-2014
GODDARD CONNECT	United States	85/832,821 25-JAN-2013	4,428,119 05-NOV-2013
READY. SET. GODDARD! 	United States	87/843,594 21-MAR-2018	5,606,004 13-NOV-2018
SCHOOL READY CAREER READY LIFE READY 	United States	87/504,687 26-JUN-2017	5,395,048 06-FEB-2018
CO 	United States	85/832,568 25-JAN-2013	4,428,118 05-NOV-2013
THE GODDARD SCHOOL FOR EARLY CHILDHOOD DEVELOPMENT 	United States	85/832,624 25-JAN-2013	4,457,865 31-DEC-2013
Design only 	United States	85/832,722 25-JAN-2013	4,395,868 03-SEP-2013
POWERED BY SCIENCE · TECHNOLOGY · ENGINEERING · ARTS · MATHEMATICS STEAM 	United States	86/648,071 01-JUN-2015	4,985,038 21-JUN-2016
PROMISING FUTURES	United States	86/198,200 19-FEB-2014	4,813,738 15-SEP-2015
F.L.EX.	United States	85/745,438 04-OCT-2012	4,429,854 05-NOV-2013

Mark	Jurisdiction	App. Serial No./ App. Date	Reg. No./ Reg. Date
LEARNING FOR FUN. LEARNING FOR LIFE	United States	85/668,150 03-JUL-2012	4,426,366 29-OCT-2013
DEFINING CHILDCARE	United States	78/562,632 08-FEB-2005	3,060,219 21-FEB-2006
THE GODDARD SCHOOL FOR EARLY CHILDHOOD DEVELOPMENT 	United States	78/433,126 10-JUN-2004	2,967,143 12-JUL-2005
GODDARD	United States	76/119,405 30-AUG-2000	2,539,754 19-FEB-2002
THE GODDARD SCHOOL	United States	74/287,232 19-JUN-1992	1,788,532 17-AUG-1993