TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM753166

SUBMISSION TYPE:	NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EMC Publishing, LLC		09/01/2022	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Carnegie Learning, Inc.
Street Address:	501 Grant Street
Internal Address:	Union Trust Building, Suite 1075
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	Corporation: PENNSYLVANIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	6461108	¡QUÉ CHÉVERE!
Registration Number:	5104619	ZULAMA
Registration Number:	4748972	¡QUÉ CHÉVERE!
Registration Number:	4722612	PASSPORT
Registration Number:	3312685	EMC PARADIGM
Registration Number:	1295829	

CORRESPONDENCE DATA

9735972400 Fax Number:

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: 9735972596

Email: Istrademark@lowenstein.com

Correspondent Name: Matthew Hintz, Esq. Address Line 1: One Lowenstein Drive

Address Line 4: Roseland, NEW JERSEY 07068

ATTORNEY DOCKET NUMBER:	32219.2
NAME OF SUBMITTER:	Matthew P. Hintz, Esq.
SIGNATURE:	/Matthew P. Hintz/

TRADEMARK REEL: 007840 FRAME: 0572

900718011

DATE SIGNED: 09/02/2022

Total Attachments: 2

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TRADEMARK REEL: 007840 FRAME: 0573

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, having an effective date of September 1, 2022, is made by and between EMC Publishing, LLC, a Minnesota limited liability company, having an address at 875 Montreal Way, St. Paul, Minnesota 55102, ("<u>Assignor</u>") and Carnegie Learning, Inc., a Pennsylvania corporation, having an address at Union Trust Building, Suite 1075, 501 Grant Street, Pittsburgh, PA 15219 ("<u>Assignee</u>").

WHEREAS, subject to the terms and conditions of this Trademark Assignment, Assignor wishes to assign to Assignee, and Assignee wishes to receive, all right, title, and interest in and to the trademark registrations set forth on <u>Schedule A</u> and all common law and other rights, worldwide, in and to the trademarks that are the subject of such registration (such rights, collectively, the "<u>Trademarks</u>").

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

- 1. Assignor hereby sells, grants, assigns, transfers, and delivers to Assignee all of its rights, title and interests in and to the Trademarks, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to renew any registration therefor, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damage by reason of past, present or future infringement of said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.
- 2. This Trademark Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument
- 3. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.

IN WITNESS WHEREOF, Assignor has duly executed this Trademark Assignment as of the first date written above

EMC F	bublishing LLC, Assignor
By: <u></u>	Delle
Name:	Barry Malkin
Title:	CEO

Schedule A Trademarks

<u>Country</u>	<u>Mark</u>	Reg. No.
United States	¡QUE CHEVERE!	6461108
United States	ZULAMA	5104619
United States	¡QUE CHEVERE!	4748972
United States	PASSPORT	4722612
United States	EMC PARADIGM	3312685
United States		1295829
Canada	¡QUE CHEVERE!	TMA970082

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TRADEMARK

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