

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM769615

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wingspan, LLC		12/15/2020	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	Teaching Strategies, LLC		
Street Address:	4500 East West Highway, Suite 300		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2319516	AL'S PALS KIDS MAKING HEALTHY CHOICES	
Registration Number:	3157373	AL'S PALS KIDS MAKING HEALTHY CHOICES	
Registration Number:	2332318	WINGSPAN	
Registration Number:	3129489	HERE, NOW AND DOWN THE ROAD ... TIPS FOR	
Registration Number:	4273366	ACORNDREAMS	
Registration Number:	3708306	AL'S CARING PALS A SOCIAL SKILLS TOOLKIT	
CORRESPONDENCE DATA			
Fax Number:	2023448300		
<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:	202-344-4410		
Email:	ipdocketingsf@venable.com		
Correspondent Name:	Linda Zirkelbach and Sharoni Finkelstein		
Address Line 1:	600 Massachusetts Avenue, NW		
Address Line 4:	Washington, D.C. 20001		
NAME OF SUBMITTER:	Sharoni S. Finkelstein		
SIGNATURE:	/Sharoni S. Finkelstein/		
DATE SIGNED:	11/22/2022		

OP \$165.00 2319516

Total Attachments: 3

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TRADEMARK ASSIGNMENT



This Trademark Assignment is effective as of December 15, 2020 (the “Effective Date”) by and between Teaching Strategies, LLC (“Assignee”) and Wingspan, LLC (“Assignor”). Each of Assignee and Assignor may be referenced herein individually as a “Party” and collectively as the “Parties” hereto.


WHEREAS, Assignor is the owner of right, title, and interest in and to certain Trademarks identified below, together with all goodwill arising from the use of and symbolization by said Trademarks and;

WHEREAS, this Agreement confirms Assignor’s transfer of all of its right, title, and interest in and to such Trademarks, together with all goodwill arising from the use of and symbolization by said Trademarks to Assignee.

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

- 1. Trademarks.** The “Trademarks” assigned by Assignor to Assignee include the following registered U.S. trademarks:

Trademark	Classes	Ser. No./Reg. No.
	016	75671006/2319516
	041	78697192/3157373
WINGSPAN	041	75671687/2332318

HERE, NOW AND DOWN THE ROAD... TIPS FOR LOVING PARENTS	016, 041	78699517/3129489
ACORNDREAMS	038, 041	85533124/4273366
	016	77714094/3708306

and the following unregistered trademarks:

- HEALTHY AL, HEALTHY ME
- GUIDING POSITIVE BEHAVIOR

2. ASSIGNMENT. This document confirms, and each Party expressly acknowledges, that effective immediately as of the Effective Date, Assignor permanently and irrevocably assigns and transfers to Assignee all of its rights, title, and interest in and to the Trademarks, pertaining thereto and all common law rights therein, together with all goodwill arising from the use of and symbolization by said Trademarks such that Assignee is the sole owner of such rights, title, and interest. For clarity and without limiting the foregoing, such assignment constitutes the full and final transfer of all rights, benefits, and privileges associated with Assignor's ownership of the Trademarks.

3. FURTHER ASSURANCES. Each Party agrees to reasonably cooperate with the other Party to register, perfect, memorialize, or otherwise evince the assignments herein contained, including without limitation by the execution of confirmatory documentation therefor.

4. MISCELLANEOUS. This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Delaware without reference to its principles of conflict of laws. This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

IN WITNESS WHEREOF, each Party has caused its duly authorized representative to execute this Agreement as of the Effective Date:

ASSIGNEE

Teaching Strategies, LLC

By: Thomas Yamamoto

By: F48F714E672F4CE...

Name: Thomas Yamamoto

ASSIGNOR

Wingspan, LLC

By: Thomas Yamamoto

By: F48F714E672F4CE...

Name: Thomas Yamamoto

Title: General Counsel

Title: General Counsel