

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM780746

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Codesters, Inc.		12/13/2022	Corporation: DELAWARE
Vidcode, Inc.		12/13/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Learning Internet, Inc.		
Street Address:	1618 SW 1st Avenue, Suite 215		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97201		
Entity Type:	Corporation: OREGON		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5653238	CODESTERS CODING IN YOUR CLASSROOM	
Registration Number:	4894692	VIDCODE	
Registration Number:	4870673	VIDCODE	
CORRESPONDENCE DATA			
Fax Number:	5032202480		
<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:	503-294-9848		
Email:	lisa.davis@stoel.com		
Correspondent Name:	Anne W. Glazer - Stoel Rives LLP		
Address Line 1:	760 SW Ninth Avenue, Suite 3000		
Address Line 4:	Portland, OREGON 97205		
ATTORNEY DOCKET NUMBER:	0045318-13		
NAME OF SUBMITTER:	Lisa M. Davis, Paralegal		
SIGNATURE:	/lmdavis/		
DATE SIGNED:	01/13/2023		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “*IP Assignment*”) is made and entered into as of December 13, 2022 by and among Codesters, Inc., a Delaware corporation (“*Codesters*”), Vidcode, Inc., a Delaware corporation (collectively, “*Assignors*”, and each an “*Assignor*”), and The Learning Internet, Inc., an Oregon corporation (“*Assignee*”). This IP Assignment is made pursuant to the Asset Purchase Agreement of even date herewith (the “*Purchase Agreement*”) among Assignors and Assignee. Capitalized terms used but not defined in this IP Assignment have the meanings set forth in the Purchase Agreement.

Pursuant to and in consideration of the representations, warranties, covenants and agreements set forth below and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors and Assignee agree as follows:

1. Intellectual Property Assignment. In accordance with and subject to all of the terms and conditions of the Purchase Agreement, Assignors hereby transfer and assign to Assignee, and Assignee hereby purchases and accepts from Assignors, free and clear of all Encumbrances, other than Permitted Encumbrances, any and all right, title and interest that Assignors have in and to (A) all the Seller Intellectual Property set forth on Annex A and (B) all other Seller Intellectual Property, in each case together with the associated goodwill, subject to and in accordance with the representations, warranties, terms, covenants, conditions and limitations in the Purchase Agreement.

2. Recordation and Further Actions. Each Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Assignee. Following the date hereof, each Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. This IP Assignment shall, in all respects, be subject to the terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Seller Intellectual Property are incorporated herein by this reference. The parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. Nothing set forth herein is intended to expand, supersede, modify, replace, amend, rescind, waive or in any way affect any of the rights or obligations of the parties set forth in the Purchase Agreement and Assignee acknowledges that Assignors make no representation or warranty with respect to the Seller Intellectual Property being conveyed hereby except as specifically set forth in the Purchase Agreement.

4. Counterparts. This IP 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. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

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

6. Further Assurances. Each party shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this IP Assignment.

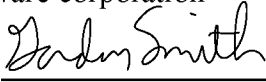
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this IP Assignment to be duly executed and delivered as of the date first written above.

ASSIGNORS:

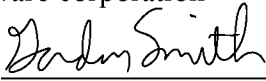
CODESTERS, INC.

a Delaware corporation

By: 
Name: Gordon Smith
Title: CEO

VIDCODE, INC.


a Delaware corporation

By: 
Name: Gordon Smith
Title: CEO

IN WITNESS WHEREOF, the parties have caused this IP Assignment to be duly executed and delivered as of the date first written above.

ASSIGNEE:

THE LEARNING INTERNET, INC.
an Oregon corporation

By:  _____

Name: Sean Sullivan

Title: Chief Financial Officer

ANNEX A
TO
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Trademark Registrations

1. Trademark Registration No. 5653238
2. Trademark Registration No. 4894692
3. Trademark Registration No. 4870673