

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782506

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/30/2022		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pivot Interactives, SBC		12/30/2022	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Discovery Education, Inc.		
Street Address:	4350 Congress Street		
Internal Address:	Suite 700		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28209		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90898680	CO-LAB	
Serial Number:	97353305	IRIS	
CORRESPONDENCE DATA			
Fax Number:	2028576395		
<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:	202.857.6000		
Email:	tmdocket@afslaw.com		
Correspondent Name:	Amy McFarland		
Address Line 1:	1717 K Street, NW		
Address Line 2:	ARENTFOX SCHIFF LLP		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	Amy McFarland		
SIGNATURE:	/Amy McFarland/		
DATE SIGNED:	01/25/2023		
Total Attachments: 8			
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**Office of the Minnesota Secretary of State
Certificate of Merger**

I, Steve Simon, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A

Home Jurisdiction and Names of Merging Entities:

MINNESOTA: PIVOT INTERACTIVES SBC
ILLINOIS: DISCOVERY EDUCATION, INC.

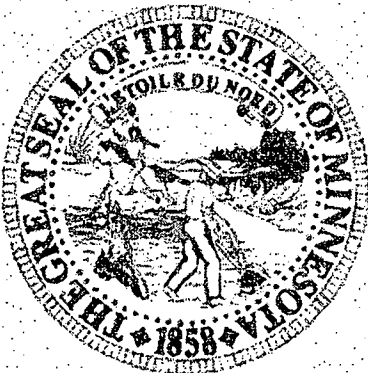
Home Jurisdiction and Name of Surviving Entity:

ILLINOIS: DISCOVERY EDUCATION, INC.

Name of Surviving Entity after Effective Date of Merger:

DISCOVERY EDUCATION, INC.

This certificate has been issued on: 12/30/2022



Steve Simon

Steve Simon
Secretary of State
State of Minnesota

TRADEMARK

REEL: 007952 FRAME: 0309



ARTICLES OF MERGER
of
PIVOT INTERACTIVES SBC
into
DISCOVERY EDUCATION, INC.

Pursuant to the provisions of the Minnesota Business Corporation Act, the undersigned corporations adopt the following articles of merger:

1. The plan of merger is attached hereto as Exhibit A.
2. The plan has been approved by each constituent pursuant to Chapter 302A of the Minnesota Statutes.
3. The number of issued and outstanding shares of each corporation party to the merger prior to the merger is as follows:

Corporation	Class of Shares	Par Value	Number of Shares
Discovery Education, Inc. ("Parent")	Common	\$0.10	1,000
Pivot Interactives SBC ("Pivot")	Common	\$0.001	10,000

Pivot is a wholly owned subsidiary of Parent and all of the issued and outstanding shares of Pivot are held by Parent.

4. The copy of the plan of merger was mailed to shareholders of Pivot on December 30, 2022.
5. Discovery Education, Inc., the surviving corporation, agrees that:

It may be served with process in the state of Minnesota in any proceeding for the enforcement of an obligation of a constituent corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of a constituent corporation against it.

The secretary of state is irrevocably appointed as its agent to accept service of process in any such proceeding; and the address to which process may be forwarded is c/o Clearlake Capital Group, LP, 233 Wilshire Boulevard, Suite 800, Santa Monica, CA 90401.

It will promptly pay to the dissenting shareholders of any corporation organized under the laws of Minnesota which is a party to the merger the amount, if any, to which they are entitled under section 302A.473 of the Business Corporation Act.

6. This merger shall become effective on December 30, 2022.

[Signature Page Follows]

Date: December 30, 2022

Discovery Education, Inc.

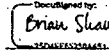
DocuSigned by:

55337480278529

Name: Scott Kinney
Title: Chief Executive Officer

Date: December 30, 2022

Pivot Interactives SBC

DocuSigned by:

55337480278529

Name: Brian Shaw
Title: COO, CFO and Treasurer

Exhibit A

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is made and entered into as of December 30, 2022, by and between Pivot Interactives SBC, a Minnesota public benefit corporation ("Pivot"), and Discovery Education, Inc., an Illinois corporation (the "Company").

WHEREAS, Pivot is a corporation organized and existing under the laws of the State of Minnesota, and the Company is a corporation organized and existing under the laws of the State of Illinois;

WHEREAS, the Company owns all of the issued and outstanding equity interests of Pivot (the "Equity Interests"); and

WHEREAS, the Board of Directors of the Company, as the sole shareholder of Pivot, and the Board of Directors of Pivot desire that Pivot be merged with and into the Company with the Company continuing on as the surviving corporation on the terms and conditions hereinafter set forth, in accordance with the applicable provisions of the Minnesota Statutes (the "MN Statutes") and Illinois Business Corporation Act, as amended (the "Act").

NOW, THEREFORE, in consideration of the premises and of the agreements, covenants and provisions hereinafter contained, Pivot and the Company hereby agree, each with the other as follows:

**ARTICLE I
THE MERGER**

Section 1.1 *The Merger.* At the Effective Time (as defined below), Pivot shall merge with and into the Company (the "Merger"), the separate existence of Pivot shall cease, and the Company will continue as the surviving company (the "Surviving Company"). From and after the Effective Time, the Surviving Company will possess all the rights, privileges, immunities and franchises, of a public as well as a private nature, and will be subject to all liabilities, obligation and penalties of Pivot, all with the effect set forth in the MN Statutes and the Act.

Section 1.2 *Articles of Incorporation and Bylaws.* The Articles of Incorporation and Amended and Restated Bylaws, in each case, of the Company in effect immediately prior to the Effective Time, shall be the Articles of Incorporation and Amended and Restated Bylaws of the Surviving Company, respectively, until duly amended in accordance with applicable law.

Section 1.3 *Directors and Officers.* The directors and officers of the Company immediately prior to the Effective Time shall be the directors and officers of the Surviving Company and will hold office from the Effective Time until their respective successors are duly elected and qualified in the manner provided in the Articles of Incorporation and Amended and Restated Bylaws of the Surviving Company, or as otherwise provided by applicable law.

Section 1.4 *Equity Interests.* As of the Effective Time, by virtue of the Merger and without any action on the part of Pivot, each issued and outstanding share of common stock, par value \$0.001 per share, of Pivot issued and outstanding immediately prior to the Effective Time will no longer be

outstanding, will automatically be cancelled, and will cease to exist and any certificate previously representing such Equity Interests will be cancelled.

ARTICLE II CLOSING

Section 2.1 Closing. The closing of the transactions contemplated hereby (the "Closing") will take place at the offices of the Company on the date hereof or at such other time as mutually agreed upon by the parties hereto.

Section 2.2 Effective Time. Upon the terms and conditions of this Agreement, the parties shall deliver to the Secretary of State of the State of Illinois articles of merger (the "IL Articles of Merger"), and a certificate of merger to the Secretary of State of the State of Minnesota, contemporaneously with, or immediately after, the Closing, and shall make all other filings or recordings as may be required under the MN Statutes and the Act or any other applicable law in order to effect the Merger. The Merger will become effective December 30, 2022 (the "Effective Time").

ARTICLE III GENERAL PROVISIONS

Section 3.1 Waiver. No failure to exercise, and no delay in exercising, on the part of either party hereto, any privilege, any power or any right hereunder will operate as a waiver thereof, nor will any single or partial exercise of any privilege, right or power hereunder preclude further exercise of any other privilege, right or power hereunder.

Section 3.2 Entire Agreement and Modification. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements between the parties hereto with respect to its subject matter. This Agreement may not be amended except by a written agreement signed by both parties hereto.

Section 3.3 Assignment; Binding Effect; No Third Party Beneficiaries. This Agreement may not be assigned by either party hereto without the prior written consent of the other party. Nothing in this Agreement will be construed to give any person other than the parties to this Agreement any legal or equitable right under or with respect to this Agreement, except such rights as will inure to a successor or permitted assignee pursuant to this Section 3.3.

Section 3.4 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect.

Section 3.5 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflict of law provisions thereof.

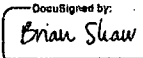
Section 3.6 Execution of Agreement; Counterparts. This Agreement may be executed in one or more counterparts (including by electronic means), each of which will be deemed to be an original copy

of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.


[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

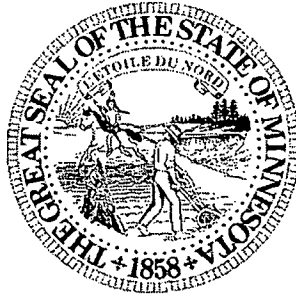
PIVOT INTERACTIVES SBC, a Minnesota corporation

By: 
Name: Brian Shaw
Title: Chief Operating Officer, Chief Financial Officer and Treasurer

DISCOVERY EDUCATION, INC., an Illinois corporation

By: 
Name: Scott Kinney
Title: Chief Executive Officer

[Signature Page to Agreement and Plan of Merger]



File Numbers

136201470003

879723500030

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED

12/30/2022 11:59:00 PM

Steve Simon

Steve Simon
Secretary of State