

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM783447

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Penn Foster, LLC		11/01/2022	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	PF Carrus Careers, LLC		
Street Address:	925 Oak Street		
City:	Scranton		
State/Country:	PENNSYLVANIA		
Postal Code:	18515		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3452917	PENN FOSTER	
Registration Number:	5359969	PENN FOSTER CAREER READINESS BOOTCAMP	
Registration Number:	5360056	CAREER READINESS BOOTCAMP	
Registration Number:	6482706		
Serial Number:	90808815	P	
CORRESPONDENCE DATA			
Fax Number:	7032884003		
<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:	703-288-5248		
Email:	trina@schiffrinlaw.com		
Correspondent Name:	Trina A. Longo		
Address Line 1:	8200 Greensboro Drive		
Address Line 2:	Suite 900		
Address Line 4:	McLean, VIRGINIA 22102		
NAME OF SUBMITTER:	Trina A. Longo		
SIGNATURE:	/Trina A. Longo/		
DATE SIGNED:	01/31/2023		
Total Attachments: 4			

OP \$140.00 3452917

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the “Assignment”) is made and entered into as of November 1, 2022 (“Effective Date”) by and between Penn Foster, LLC, a Pennsylvania limited liability company with a principal place of business of 925 Oak Street, Scranton, PA 18515 (“Assignor”), and PF Carrus Careers, LLC, a Delaware limited liability company with a principal place of business of 925 Oak Street, Scranton, PA 18515 (“Assignee”). The Assignor and Assignee may be referred to individual as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Assignor has adopted, used, is using, or has a bona fide intent to use the trademarks listed on Schedules A and B attached hereto and made a part hereof (collectively, the “Marks”);

WHEREAS, Assignor has applied for registration or registered the Marks listed on Schedule A with the United States Patent and Trademark Office and the Marks listed in Schedule B with the appropriate government agency in each jurisdiction (the “Applications and Registrations”);

WHEREAS, Assignor desires to sell, assign, transfer, and convey to the Assignee all right, title, and interest in and to the Marks and the Applications and Registrations thereof set forth in the attached Schedules A and B;

WHEREAS, Assignee desires to acquire all of the Assignor’s right, title, and interest in and to the Marks and the Applications and Registrations thereof set forth in the attached Schedules A and B; and

WHEREAS, each Party is duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **ASSIGNMENT OF THE MARKS.** Effective as of the Effective Date, the Assignor sells, assigns, transfers, and conveys to the Assignee, and the Assignee accepts and assumes all right, title, and interest of the Assignor in and to the following:

- (a) The Marks referred to in Schedules A and B together with the good will of the business connected with the use of and symbolized by the Marks, and the portion of the business to which the Marks pertains;
- (b) The Applications and Registrations;
- (c) All income, royalties, and damages hereafter due or payable to the Assignor with respect to the Marks, including, without limitation, damages and payments for past or future infringements and misappropriations of the Marks; and
- (d) All rights to sue for past, present, and future infringements or misappropriation of the Marks.

2. **ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.** The Assignor hereby represents and warrants to the Assignee that Assignor is the sole owner of all right, title, and interest in and to the Marks and the Applications and Registrations and has the power and authority to assign its rights in and to the Marks and the Applications and Registrations in accordance with this Assignment.

3. **FURTHER ASSURANCES; RECORDATION.** Assignor agrees to hereafter execute and deliver all applications, assignments, lawful oaths, other instruments of transfer, and any other papers which Assignee may deem necessary or desirable for securing to Assignee or for maintaining for Assignee the Marks and the Applications and Registrations hereby assigned. Assignor hereby authorizes the officials of the applicable government agencies in any applicable jurisdictions (including, but not limited to the United States Patent and Trademark Office) to record and register this Assignment upon request by Assignee.

4. **SUCCESSORS AND ASSIGNS.** This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

5. **HEADINGS.** Titles or headings to the sections of this Assignment are inserted for convenience and shall not control or affect the meaning or construction of any of the provisions of this Assignment.

6. COUNTERPARTS; ELECTRONICALLY TRANSMITTED

SIGNATURES. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy (including by electronic signature) of this Assignment delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the Effective Date.

PENN FOSTER, LLC

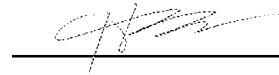
PF CARRUS CAREERS, LLC

By:  _____

Name: Heather D. McAllister

Title: Secretary

Date: November 1, 2022

By:  _____





Name: Heather D. McAllister

Title: Secretary

Date: November 1, 2022

SCHEDULE A

United States Applications and Registrations

MARK	JURISDICTION	REG. NO. or APP. NO.
PENN FOSTER	United States	Reg. No. 3452917
	United States	Reg. No. 5359969
	United States	Reg. No. 5360056
	United States	Reg. No. 6482706
	United States	Application No. 90808815