

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM783449

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:	Education Holdings 1, LLC		
Street Address:	5051 Peachtree Corners		
Internal Address:	Suite 200		
City:	Norcross		
State/Country:	GEORGIA		
Postal Code:	30092		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3469420	PENN FOSTER COLLEGE	
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@schiffirinlaw.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			
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source=TM Assignment from Penn Foster LLC to Educational Holdings 1 LLC HM#page2.tif			
source=TM Assignment from Penn Foster LLC to Educational Holdings 1 LLC HM#page3.tif			

OP \$40.00 3469420

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 Education Holdings 1, LLC, a Georgia limited liability company with a principal place of business of 5051 Peachtree Corners, Suite 200, Norcross, GA 30092 (“Assignee”). The Assignor and Assignee may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Assignor has adopted, used, and is using the trademark listed on Schedule A attached hereto and made a part hereof (the “Mark”);

WHEREAS, Assignor has registered the Mark listed on Schedule A with the United States Patent and Trademark Office (the “Registration”);

WHEREAS, Assignor desires to sell, assign, transfer, and convey to the Assignee all right, title, and interest in and to the Mark and the Registration thereof set forth in the attached Schedule A;

WHEREAS, Assignee desires to acquire all of the Assignor’s right, title, and interest in and to the Mark and the Registration thereof set forth in the attached Schedule A; 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 MARK.** 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 Mark referred to in Schedule A together with the good will of the business connected with the use of and symbolized by the Mark, and the portion of the business to which the Mark pertains;
- (b) The Registration;
- (c) All income, royalties, and damages hereafter due or payable to the Assignor with respect to the Mark, including, without limitation, damages and payments for past or future infringements and misappropriations of the Mark; and
- (d) All rights to sue for past, present, and future infringements or misappropriation of the Mark.

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 Mark and the Registration and has the power and authority to assign its rights in and to the Mark and the Registration 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 Mark and the Registration 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

EDUCATION HOLDINGS 1, 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

MARK	JURISDICTION	REG. NO.
PENN FOSTER COLLEGE	United States	3469420