

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM789069

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hapara, Inc.		01/20/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cordance Operations LLC		
<b>Street Address:</b>	Cordance Main Office		
<b>Internal Address:</b>	16 W. Martin Street		
<b>City:</b>	Raleigh		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27601		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4816398	HAPARA	
<b>Registration Number:</b>	4816397	HAPARA	
<b>Serial Number:</b>	97451275	HAPARA DIGITAL BACKPACK	
<b>Serial Number:</b>	90655299	DIGITAL BACKPACK	
<b>Registration Number:</b>	4747643		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3367213747		
<b>Email:</b>	trademarkswinston@wbd-us.com		
<b>Correspondent Name:</b>	Randel S. Springer		
<b>Address Line 1:</b>	Womble Bond Dickinson (US) LLP		
<b>Address Line 2:</b>	One West Fourth		
<b>Address Line 4:</b>	Winston-Salem, NORTH CAROLINA 27101		
<b>NAME OF SUBMITTER:</b>	Randel S. Springer		
<b>SIGNATURE:</b>	/Randel S. Springer/		
<b>DATE SIGNED:</b>	02/23/2023		

CH \$140.00 4816398

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this “Agreement”) dated as of January 20, 2023, is made by and between Cordance Operations LLC, a Delaware limited liability company (“Assignee”), and Hapara, Inc., a Delaware corporation (“Assignor”), pursuant to that certain Asset Purchase Agreement dated as of even date herewith between Assignee (as Buyer thereunder), Assignor (as Seller thereunder), and the Shareholders (as defined therein) (the “Purchase Agreement”).

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to transfer, assign and deliver all of such Assignor’s right, title and interest in, to and under any and all Transferred Intellectual Property, to the Assignee, as the successor to the business of Assignor, free and clear of Liens other than Permitted Liens.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual agreements, provisions and covenants contained herein and in the Purchase Agreement, and subject to and in accordance with the Purchase Agreement, the parties hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and sets over to Assignee all Intellectual Property and Intellectual Property Rights of Assignor, including, without limitation, its entire right, title and interest throughout the world in and to the Transferred Intellectual Property (including, without limitation, the Transferred Intellectual Property set forth on Schedule 1 and Schedule 2 hereto and the abandoned patent applications set forth on Schedule 2 hereto), together with the goodwill of the business symbolized by the Transferred Intellectual Property therein, including, without limitation, any registrations that issue from pending applications and any renewals and extensions thereof, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, as well as all rights to any actions, causes of action and rights to recover damages and payments for past, present or future infringements or misappropriations thereof.

2. Recordation. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Transferred Intellectual Property, and to issue all corresponding registrations to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

3. No Assignment of Excluded Assets. Assignee acknowledges and agrees that the Assignor is not assigning or selling, and the Assignee is not purchasing, any of the Assignor’s right, title, or interest in or to any of the Excluded Assets, all of which will remain the sole and exclusive property of Assignor after the Closing.

4. Effective Time. This Agreement shall be deemed to be effective between the parties as of the date first written above.

5. Further Assurances. From time to time after the date hereof, Assignor will execute and deliver, or arrange for the execution and delivery of, any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, instruments of conveyance and transfer, or other instruments or documents and take or arrange for such other actions as may reasonably be requested by Assignee to effect, evidence, perfect or complete more effectively any of the transactions provided for in this Agreement.

6. Purchase Agreement. This Agreement is executed and delivered in connection with the Purchase Agreement. Nothing contained in this Agreement shall be deemed to alter, diminish or expand in any manner whatsoever any of the provisions of, or any of the rights and obligations of the parties hereto under, the Purchase Agreement, and this Agreement is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement. Nothing in this Agreement is intended to create any broader obligations of the parties hereto than those contemplated in the Purchase Agreement. In the event of any conflict between the Purchase Agreement and this Agreement, the Purchase Agreement shall control.

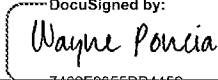
7. Miscellaneous. Section 8 of the Purchase Agreement shall apply *mutatis mutandis* to this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, each party hereto has duly executed this Agreement as of the date first above written.

ASSIGNOR:

HAPARA, INC.










By:   
Name: Wayne Poncia  
Title: Chief Executive Officer


ASSIGNEE:

CORDANCE OPERATIONS LLC

By:   
Name: Dan Savage  
Title: Chief Financial Officer

SCHEDULE 1  
Trademark Registrations and Application

Mark	Country	App. Date	Serial No.	Reg. Date	Reg. No.	Status
	U.S.	Oct. 13, 2014	86421678	Sep. 22, 2015	4816398	Registered.
HAPARA	U.S.	Oct. 13, 2014	86421673	Sep. 22, 2015	4816397	Registered.
HAPARA DIGITAL BACKPACK	U.S.	Jun. 09, 2022	97451275	N/A	N/A	Pending
HAPARA	NZ	Nov. 26, 2014	1009640	Jul. 28, 2015	1009640	Registered
HAPARA	EU	Dec. 18, 2014	13589072	Apr. 20, 2015	13589072	Registered
	EU	Dec. 18, 2014	13589007	Apr. 22, 2015	13589007	Registered
	EU	Dec. 18, 2014	13589049	Oct. 13, 2016	13589049	Registered
HAPARA	AU	Nov. 26, 2014	1660658	Nov. 26, 2014	1660658	Registered
	AU	Nov. 26, 2014	1660659	Nov. 26, 2014	1660659	Registered
	AU	Nov. 26, 2014	1660660	Nov. 26, 2014	1660660	Registered
	NZ	Nov. 26, 2014	1009638	May 27, 2015	1009638	Registered
DIGITAL BACKPACK	U.S.	Apr. 19, 2021	90655299	N/A	N/A	Pending
	U.S.	Oct. 13, 2014	86421681	Jun. 2, 2015	4747643	Registered.
	UK	Dec. 18, 2014	UK00913 589007	Apr. 22, 2015	UK00913589007	Registered
	UK	Dec. 18, 2014	UK00913 589049	Oct. 13, 2016	UK00913589049	Registered
HAPARA	UK	Dec. 18, 2014	UK00913 589072	Apr. 20, 2015	UK00913589072	Registered

	NZ	Nov. 26, 2014	1009639	Jul. 28, 2015	1009639	Registered
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SCHEDULE 2

1. Software Products

- Highlights
- Student Dashboard
- Teacher Workspace
- Student Workspace
- Digital Backpack

2. Unregistered Trademarks



3. Domain Names

Domain Names	Registration Date	Registrar
classroomvisibility.com	2020-10-19	Amazon Registrar, Inc.
empowereverylearner.com	2018-10-04	GoDaddy.com, LLC
gethāpara.com	2020-08-19	GoDaddy.com, LLC
hāpara.ca	2018-05-16	Gandi Services Inc., Gandi SAS
hāpara.co.nz	2013-08-14	Gandi Services Inc., Gandi SAS
hāpara.com	2010-06-01	Amazon Registrar, Inc.
hāpara.com	2019-09-30	Amazon Registrar, Inc.
hāparafilter.com	2016-10-13	GoDaddy.com, LLC



haparafiltering.com	2016-10-13	GoDaddy.com, LLC
haparatd.com	2016-08-09	Amazon Registrar, Inc.
mshomeroom.com	2015-02-27	Gandi Services Inc., Gandi SAS
myclassroomdashboard.com	2020-08-28	Amazon Registrar, Inc.
mydigitalbackpack.com	2020-04-26	GoDaddy.com, LLC
mylearnerdashboard.com	2015-06-05	GoDaddy.com, LLC
mystudentdashboard.com	2015-02-26	Gandi Services Inc., Gandi SAS
teacher-dashboard.com	2013-05-17	Amazon Registrar, Inc.
teacher-db.com	2013-02-04	Amazon Registrar, Inc.
teacherdashboard.com	2013-09-26	Gandi Services Inc., Gandi SAS
zawadzki.co.nz	2013-08-08	Gandi Services Inc., Gandi SAS
classroomdashboard.app	2020-08-28	Google LLC
classroomdashboard.com	2019-11-28	Google LLC
digitalbackpack.app	2021-03-06	Google LLC
digitalbackpack.me	2021-03-06	Key-Systems GmbH
digitalbackpack.net	2021-03-06	Google LLC
hapara.app	2018-05-15	Google LLC
learnerdashboard.app	2018-05-15	Google LLC
mylearnerdashboard.app	2018-05-15	Google LLC
mystudentdashboard.app	2018-05-15	Google LLC
studentdashboard.app	2018-05-15	Google LLC
teacher-dashboard.app	2018-05-15	Google LLC
teacher-db.app	2018-05-15	Google LLC
teacherdashboard.app	2018-05-15	Google LLC
thedigitalbackpack.com	2021-03-06	Google LLC

4. Unregistered copyrights associated with the Software Products, website content and marketing materials in connection with the Business.
5. All trade secrets owned by Seller.
6. Rights to use social media tags/handles pursuant to the applicable terms of use.

Tag/handle	Platform
<a href="https://www.instagram.com/hapara_team/">https://www.instagram.com/hapara_team/</a>	Instagram
<a href="https://www.facebook.com/hapara.team">https://www.facebook.com/hapara.team</a>	Facebook
<a href="https://www.twitter.com/hapara_team">https://www.twitter.com/hapara_team</a>	Twitter

7. Abandoned Patent Applications

Country	Title	Applicant	Status	App. No.	Filing Date	Pub. No.	Pub.Date
U.S.	ANALYZING DOCUMENT REVISIONS TO ASSESS LITERACY	Hapara Inc.	Abandoned	14/643,678	Mar. 10, 2015	2015/0378997	Dec. 31, 2015
U.S.	DETERMINING AUTHOR COLLABORATION FROM DOCUMENT REVISIONS	Hapara Inc.	Abandoned	14/643,690	Mar. 10, 2015	2015/0379887	Dec. 31, 2015
U.S.	MULTIUSER ACTIVITY VIEWER	Hapara Inc.	Abandoned	15/440,925	Feb. 23, 2017	2017/0255347	Sep. 7, 2017
U.S.	RECOMMENDING LITERACY ACTIVITIES IN VIEW OF DOCUMENT REVISIONS	Hapara Inc.	Abandoned	14/643,685	Mar .10, 2015	2015/0379092	Dec. 31, 2015