

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM792205

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TestOut Corporation		01/09/2023	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	The Computing Technology Industry Association, Inc.		
Street Address:	3500 Lacey Road, Suite 100		
City:	Downers Grove		
State/Country:	ILLINOIS		
Postal Code:	60515		
Entity Type:	Corporation: CONNECTICUT		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	6044388	ETHICAL HACKER PRO	
Registration Number:	2671026	LABSIM	
Registration Number:	2724334	TESTOUT	
Registration Number:	6376189	TESTOUT CLIENT PRO	
Registration Number:	6376188	TESTOUT DESKTOP PRO	
Registration Number:	6325503	TESTOUT ETHICAL HACKER PRO	
Registration Number:	6451507	TESTOUT ETHICAL HACKER PRO	
Registration Number:	6325463	TESTOUT IT FUNDAMENTALS PRO	
Registration Number:	6325507	TESTOUT IT FUNDAMENTALS PRO	
Registration Number:	6325460	TESTOUT NETWORK PRO	
Registration Number:	6325505	TESTOUT NETWORK PRO	
Registration Number:	6325459	TESTOUT PC PRO	
Registration Number:	6325504	TESTOUT PC PRO	
Registration Number:	6376193	TESTOUT ROUTING AND SWITCHING PRO	
Registration Number:	6325506	TESTOUT SECURITY PRO	
Registration Number:	6325461	TESTOUT SECURITY PRO	
Registration Number:	6376192	TESTOUT SERVER PRO 2016: IDENTITY	
Registration Number:	6376191	TESTOUT SERVER PRO 2016: NETWORKING	
Registration Number:	6376190	TESTOUT SERVER PRO 2016: INSTALL AND STO	

CH \$615.00 6044388

Property Type	Number	Word Mark
Registration Number:	5029774	THE LESSONS ONLY EXPERIENCE CAN TEACH
Serial Number:	97574095	TESTOUT CYBERDEFENSE PRO
Serial Number:	97574018	TESTOUT DIGITAL LITERACY PRO
Serial Number:	97576455	TESTOUT HYBRID SERVER PRO
Serial Number:	97575473	TESTOUT PRO CERTIFIED

CORRESPONDENCE DATA

Fax Number: 9498519348

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.

Phone: 949-851-0633

Email: sbro@mwe.com, kdelcoure@mwe.com, efarrahi@mwe.com, IPDocketOrangeCounty@mwe.com

Correspondent Name: Sarah E. Bro

Address Line 1: McDermott Will & Emery LLP

Address Line 2: 18565 Jamboree Road, Suite 250

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	105633-0010
NAME OF SUBMITTER:	Sarah E. Bro
SIGNATURE:	/sarah e. bro/
DATE SIGNED:	03/06/2023

Total Attachments: 8

- source=Intellectual Property Assignment Agreement - TestOut.docx#page1.tif
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Intellectual Property Assignment”) is made as of January 9, 2023, by and between TestOut Corporation, a Utah corporation (“Assignor”), and The Computing Technology Industry Association, Inc., a Connecticut corporation (“Assignee”).

RECITALS

A. Assignor and Assignee are parties to that certain Stock Purchase Agreement, dated as of December 15, 2022 (the “Purchase Agreement”), by and among Assignor, Assignee, and Seller (as defined in the Purchase Agreement), pursuant to which Assignor has sold, assigned, transferred and delivered to Assignee, among other assets, all Intellectual Property (as defined in the Purchase Agreement) of Assignor, including without limitation all Corporation Intellectual Property, Corporation IP Registrations, and Corporation IP Agreements (each, as defined in the Purchase Agreement, and collectively herein, the “Intellectual Property Rights”). Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Purchase Agreement.

B. Assignor is the exclusive owner of all right, title, and interest in and to the Intellectual Property Rights.

C. Pursuant to the terms of the Purchase Agreement, Assignee has purchased, acquired and accepted from Assignor all right, title and interest in and to the Intellectual Property Rights and all associated intellectual property and proprietary rights.

D. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Assignor and Assignee hereby agree as follows:

AGREEMENT

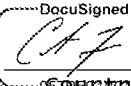
1. Assignor hereby assigns, transfers, sells, conveys, and delivers to Assignee all of its right, title, and interest in and to the Intellectual Property Rights, free and clear of all liens or Encumbrances, in all countries throughout the world, for Assignee’s own use and enjoyment, and for the use and 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 Intellectual Property Assignment had not been made, including but not limited to all of the following comprising the Intellectual Property Rights with respect to the business of the Corporation:
 - a. all Intellectual Property Rights set forth on Exhibit A hereto;
 - b. All inventions, invention disclosures, discoveries and improvements (whether or not patentable), issued patents and patent applications, together with all reissues, continuations, continuations-in-part, revisions, divisionals, extensions, and reexaminations in connection therewith and counterparts thereof;

- c. All trademarks, service marks, trade dress, business names, trade names (including social media corporate identifiers), designs, logos, slogans, Internet domain names, email addresses, and all other indicia of source or origin, and all goodwill of the business of the Corporation associated with such trademarks, together with that portion of Assignor's business that is ongoing and existing to which the trademarks pertain;
- d. All copyrights and copyrightable works, (including advertising and promotional materials, catalogs, policies and procedures, training materials, software code, compilations of data, and website content), whether registered or unregistered, and whether or not published, including all rights of authorship, use, publication, reproduction, distribution, performance, preparation of derivative works, transformation, and all rights of ownership of copyrightable works and all rights to register and obtain renewals and extensions of registrations and all other rights corresponding thereto;
- e. All common law rights, registrations, applications, extensions, and renewals for any of the foregoing;
- f. All trade secrets, know-how, confidential information, ideas, processes, proprietary information, technical information, drawings and blueprints, information that derives economic value from not being generally known, and any other information that would constitute a trade secret as defined in the Uniform Trade Secrets Act and under corresponding Law and common law;
- g. Any other intellectual property rights relating to the business of the Corporation;
- h. The right to sue and recover for past infringements or misappropriations thereof and any and all corresponding rights;
- i. All copies and tangible embodiments of the foregoing (in whatever form or medium);
- j. all agreements pertaining to the Intellectual Property Rights;
- k. The right to prepare, modify, reproduce, distribute, sell, license, or transfer the Intellectual Property Rights, any compilations including the Intellectual Property Rights, and any derivative works based on the Intellectual Property Rights;
- l. The exclusive right to assign or license the Intellectual Property Rights;
- m. All incomes, proceeds, royalties, license fees, and other payments now or hereafter derived from exploitation of the Intellectual Property Rights;
- n. All rights to claims, causes of action or remedies related thereto and all causes of action heretofore accrued in Assignor's favor for past, present, and future infringement of the Intellectual Property Rights; and

The parties have caused this Intellectual Property Assignment to be executed as of the date first set forth above.

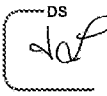
ASSIGNOR:

TESTOUT CORPORATION

DocuSigned by:
By: 
Name: Courtney Fong
Title: Corporate Secretary

ASSIGNEE:

THE COMPUTING TECHNOLOGY
INDUSTRY ASSOCIATION, INC.

DS 
DocuSigned by:
By: Jean Liu
Name: Jean Liu
Title: Senior Vice President, General Counsel

[Signature Page to Intellectual Property Assignment]

EXHIBIT A**Patents**

Patent	Patent Number	Issue Date	Owner
SYSTEM AND METHOD FOR SIMULATING COMPUTER NETWORK DEVICES FOR COMPETENCY TRAINING AND TESTING SIMULATIONS	7200545	4/03/2007	TestOut Corporation

Trademarks

Trademark	U.S. Application No.	U.S. Registration No.	Registration Date	Owner
ETHICAL HACKER PRO	88714798	6044388	4/28/2020	TestOut Corporation
LABSIM	76132943	2671026	1/07/2003	TestOut Corporation
TESTOUT	78149028	2724334	6/10/2003	TestOut Corporation
TESTOUT CLIENT PRO	88939896	6376189	6/08/2021	TestOut Corporation
TESTOUT CYBERDEFENSE PRO	97574095			TestOut Corporation
TESTOUT DESKTOP PRO	88939848	6376188	6/08/2021	TestOut Corporation
TESTOUT DIGITAL LITERACY PRO	97574018			TestOut Corporation
TESTOUT ETHICAL HACKER PRO	88939336	6325503	4/20/2021	TestOut Corporation
TESTOUT ETHICAL HACKER PRO	88889670	6451507	8/17/2021	TestOut Corporation
TESTOUT HYBRID SERVER PRO	97576455			TestOut Corporation
TESTOUT IT FUNDAMENTALS PRO	88913713	6325463	4/20/2021	TestOut Corporation

Trademark	U.S. Application No.	U.S. Registration No.	Registration Date	Owner
TESTOUT IT FUNDAMENTALS PRO	88939737	6325507	4/20/2021	TestOut Corporation
TESTOUT NETWORK PRO	88912645	6325460	4/20/2021	TestOut Corporation
TESTOUT NETWORK PRO	88939506	6325505	4/20/2021	TestOut Corporation
TESTOUT PC PRO	88912618	6325459	4/20/2021	TestOut Corporation
TESTOUT PC PRO	88939442	6325504	4/20/2021	TestOut Corporation
TESTOUT PRO CERTIFIED	97575473			TestOut Corporation
TESTOUT ROUTING AND SWITCHING PRO	88940110	6376193	6/08/2021	TestOut Corporation
TESTOUT SECURITY PRO	88939543	6325506	4/20/2021	TestOut Corporation
TESTOUT SECURITY PRO	88912692	6325461	4/20/2021	TestOut Corporation
TESTOUT SERVER PRO 2016: IDENTITY	88940057	6376192	6/08/2021	TestOut Corporation
TESTOUT SERVER PRO 2016: NETWORKING	88939977	6376191	6/08/2021	TestOut Corporation
TESTOUT SERVER PRO 2016: INSTALL AND STORAGE	88939932	6376190	6/08/2021	TestOut Corporation
THE LESSONS ONLY EXPERIENCE CAN TEACH	86661555	5029774	8/30/2016	TestOut Corporation

Copyrights

Title Of Work	Type Of Work	Registration Number	Registration Date	Owner/Copyright Claimant
[TestOut! A+ Core service technician CourseSim suite]	Computer File	TX0005294589	2/02/2001	TestOut! Corporation
[TestOut! A+ DOS/Windows service technician CourseSim suite]	Computer File	TX0005294590	2/02/2001	TestOut! Corporation

Title Of Work	Type Of Work	Registration Number	Registration Date	Owner/Copyright Claimant
[TestOut! NDS design & implementation CourseSim suite]	Computer File	TX0005294588	2/02/2001	TestOut! Corporation
[TestOut! NetWare 5 administration CourseSim suite]	Computer File	TX0005294585	2/02/2001	TestOut! Corporation
[TestOut! NetWare 5 advanced administration CourseSim suite]	Computer File	TX0005294587	2/02/2001	TestOut! Corporation
[TestOut! NetWare : integrating Windows NT CourseSim suite]	Computer File	TX0005294591	2/02/2001	TestOut! Corporation
[TestOut! Networking technologies CourseSim suite]	Computer File	TX0005294580	2/02/2001	TestOut! Corporation
[TestOut! Service & support CourseSim suite]	Computer File	TX0005294578	2/02/2001	TestOut! Corporation
[TestOut! Administering Exchange Server 5.5 CourseSim suite]	Computer File	TX0005294577	2/02/2001	TestOut! Corporation
[TestOut! Administering SQL Server 7.0 CourseSim suite]	Computer File	TX0005294586	2/02/2001	TestOut! Corporation
[TestOut! Administering Windows 2000 directory services course suite]	Computer File	TX0005294582	2/02/2001	TestOut! Corporation
[TestOut! Administering Windows 2000 network infrastructure CourseSim suite]	Computer File	TX0005294583	2/02/2001	TestOut! Corporation
[TestOut! Administering Windows 2000 professional & server CourseSim suite]	Computer File	TX0005294579	2/02/2001	TestOut! Corporation
[TestOut! Cisco CCNA 2.0 course suite]	Computer File	TX0005294584	2/02/2001	TestOut! Corporation
[TestOut! Network+ CourseSim suite]	Computer File	TX0005294581	2/02/2001	TestOut! Corporation

Title Of Work	Type Of Work	Registration Number	Registration Date	Owner/Copyright Claimant
Configuring Exchange Server 2007 70-236 V. 2.0.	Computer File	TX0007627325	1/08/2013	TestOut Corporation
Ethical Hacker Pro.	Text	TX0008793697	8/30/2019	TestOut Corporation
Ethical Hacker Pro.	Motion Picture	PA0002211098	8/30/2019	TestOut Corporation
TestOut IT Fundamentals Pro.	Text	TX0008873722	5/14/2020	TestOut Corporation
TestOut IT Fundamentals Pro.	Motion Picture	PA0002246904	5/14/2020	TestOut Corporation
Security Pro.	Text	TX0008970202	5/13/2021	TestOut Corporation
Security Pro.	Motion Picture	PA0002300260	5/13/2021	TestOut Corporation
TestOut CyberDefense Pro.	Motion Picture	PA0002305624	7/06/2021	TestOut Corporation
TestOut CyberDefense Pro.	Text	TX0008986107	7/06/2021	TestOut Corporation
TestOut Network Pro.	Motion Picture	PA0002378653	9/22/2022	TestOut Corporation
TestOut Network Pro.	Text	TX0009180726	9/23/2022	TestOut Corporation
TestOut PC Pro.	Motion Picture	PA0002378481	9/22/2022	TestOut Corporation
TestOut PC Pro.	Text	TX0009180684	9/23/2022	TestOut Corporation

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