

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM793215

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRYOR LEARNING, INC.		02/28/2023	Non-Profit Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	Pryor Learning, LLC		
Street Address:	2021 McKinney Ave, #1200		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3296456	CAREERSTORE	
Registration Number:	1295077	CAREERTRACK	
Registration Number:	1551851	CAREERTRACK	
Registration Number:	3787483	CAREERTRACK	
Registration Number:	1448437		
Registration Number:	1450098		
Registration Number:	1401622	EVELYN WOOD	
Registration Number:	2894842	EVELYN WOOD	
Registration Number:	1389835	EVELYN WOOD READING DYNAMICS	
Registration Number:	2894843	EVELYN WOOD READING DYNAMICS	
Registration Number:	1740293	FRED PRYOR	
Registration Number:	3875635	MEMORY DYNAMICS	
Registration Number:	1398926	READING DYNAMICS	
Registration Number:	2899059	READING DYNAMICS	
Registration Number:	3787487	TELECARE	
Registration Number:	4236472	THE EXCEPTIONAL ASSISTANT	
Registration Number:	3875636	VOCABULARY DYNAMICS	
CORRESPONDENCE DATA			

CH \$440.00 3296456

Fax Number:

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: 8167531000
Email: jwillard@polsinelli.com
Correspondent Name: Joy Willard
Address Line 1: PO Box 140310
Address Line 4: Kansas City, MISSOURI 64114-0310

ATTORNEY DOCKET NUMBER:	104755-732111
NAME OF SUBMITTER:	Joy Willard, Paralegal
SIGNATURE:	/Joy Willard/
DATE SIGNED:	03/09/2023

Total Attachments: 6

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TRADEMARK ASSIGNMENT

(Pryor Learning, Inc.)

This Trademark Assignment (this "Trademark Assignment"), is entered into on February 28, 2023, between Pryor Learning, Inc., a Missouri nonprofit corporation ("Pryor") and Pryor Learning, LLC, a Delaware limited liability company ("Buyer").

WHEREAS, pursuant to the Asset Purchase Agreement by and between Pryor and Buyer, dated as of the date hereof (the "Asset Purchase Agreement"), Pryor has agreed to assign to Buyer all of its right, title and interest in, and to execute this Trademark Assignment to enable Buyer to record the assignment of, all of Pryor's right, title and interest in and to the Trademarks (as defined below).

NOW, THEREFORE, each party hereto hereby agrees as follows:

1. Assignment. Upon the terms and subject to the conditions of the Asset Purchase Agreement, Pryor hereby sells, assigns, transfers and conveys to Buyer, and Buyer hereby accepts, all of Pryor's right, title, and interest in, to and under the following:

(a) all common law and statutory rights in the trademarks, service marks, trade dress, trade names, and other indicators of source set forth on Schedule 1 hereto (together with any applications or registrations for any of the foregoing, to the extent assignable), including the goodwill associated therewith (the "Trademarks");

(b) all rights of any kind whatsoever of Pryor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to institute or maintain any action for such legal and equitable relief and to collect, or otherwise recover, any such damages throughout the world.

2. Recordation and Further Actions. Pryor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. At the request of Buyer, Pryor will execute and deliver to Buyer, or cause to be executed and delivered on behalf of Pryor to Buyer, all further materials, documents and instruments of conveyance, transfer or assignment to effect, record or verify the transfer to, and vesting in Buyer of, all right, title and interest in and to the Trademarks, including

any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Trademarks to Buyer.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including the representations, warranties, covenants, agreements and indemnities relating to the Trademarks are incorporated herein by this reference. The parties acknowledge that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement will govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by email or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

Pryor has duly executed and delivered this Trademark Assignment to be effective as of the date first above written.

PRYOR LEARNING, INC.
By: [Signature]
James R. Anderson, President and CEO

NOTARIZATION

Subscribed and sworn to before me on Feb 28, 2023.

[Signature]
Notary Public

Typed/Printed Name: James Reynolds

My Commission Expires:

03/10/26

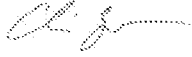
SEAL:

State of Kansas
County of Johnson
Signed or attested before me on 2/28/23
James R. Anderson
[Signature]
Signature of notary public

JAMES REYNOLDS
Notary Public-State of Kansas
My Appt. Expires 3/10/26

ACCEPTED AND ACKNOWLEDGED BY:

PRYOR LEARNING, LLC



By: _____

Name: Christopher Zugaro

Title: President

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 008021 FRAME: 0992

SCHEDULE 1

ASSIGNED TRADEMARKS

<p align="center">U.S. MARKS Pryor Learning Solutions, Inc. Client #3070</p>						
Docket No.	Country	Trademark	Reg. No.	Reg. Date	Status	Owner Name
37635-US	United States of America	CAREERSTORE	3296456	25-Sep-2007	Registered	Pryor Learning, Inc.
27265-US	United States of America	CAREERTRACK	1295077	11-Sep-1984	Registered	Pryor Learning, Inc.
27266-US	United States of America	CAREERTRACK	1551851	15-Aug-1989	Registered	Pryor Learning, Inc.
41065-US	United States of America	CAREERTRACK	3787483	11-May-2010	Registered	Pryor Learning, Inc.
23539-US	United States of America	DESIGN (PERSON READING BOOK)	1448437	21-Jul-1987	Registered	Pryor Learning, Inc.
23540-US	United States of America	DESIGN (PERSON READING BOOK)	1450098	28-Jul-1987	Registered	Pryor Learning, Inc.
23538-US	United States of America	EVELYN WOOD	1401622	15-Jul-1986	Registered	Pryor Learning, Inc.
34346-US	United States of America	EVELYN WOOD	2894842	19-Oct-2004	Registered	Pryor Learning, Inc.
25012-US	United States of America	EVELYN WOOD READING DYNAMICS	1389835	15-Apr-1986	Registered	Pryor Learning, Inc.
34347-US	United States of America	EVELYN WOOD READING DYNAMICS	2894843	19-Oct-2004	Registered	Pryor Learning, Inc.
18206-US-1	United States of America	FRED PRYOR	1740293	15-Dec-1992	Registered	Pryor Learning, Inc.
41063-US	United States of America	MEMORY DYNAMICS	3875635	16-Nov-2010	Registered	Pryor Learning, Inc.
23537-US	United States of America	READING DYNAMICS	1398926	24-Jun-1986	Registered	Pryor Learning, Inc.

34345-US	United States of America	READING DYNAMICS	2899059	02-Nov-2004	Registered	Pryor Learning, Inc.
41210-US	United States of America	TELECARE	3787487	11-May-2010	Registered	Pryor Learning, Inc.
43520-US	United States of America	THE EXCEPTIONAL ASSISTANT	4236472	06-Nov-2012	Registered	Pryor Learning, Inc.
41064-US	United States of America	VOCABULARY DYNAMICS	3875636	16-Nov-2010	Registered	Pryor Learning, Inc.