

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900759953		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goddard Systems, LLC		03/23/2023	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Goddard Franchisor LLC		
Street Address:	1016 W. 9th Avenue		
City:	King of Prussia		
State/Country:	PENNSYLVANIA		
Postal Code:	19406		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90540027	LIFE LESSON LIBRARY	
CORRESPONDENCE DATA			
Fax Number:	2037822889		
<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:	203.498.4347		
Email:	fduffin@wiggin.com		
Correspondent Name:	Francis J. Duffin, Wiggin and Dana LLP		
Address Line 1:	One Century Tower, 265 Church Street		
Address Line 4:	New Haven, CONNECTICUT 06510		
NAME OF SUBMITTER:	Francis J. Duffin		
SIGNATURE:	/fjd/		
DATE SIGNED:	04/10/2023		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the “Trademark Assignment”) is made and entered into as of March 23, 2023, by and between GODDARD SYSTEMS, LLC, a Pennsylvania limited liability company located at 1016 W. 9th Avenue, King of Prussia, Pennsylvania, 19406, (“Assignor”), and GODDARD FRANCHISOR LLC, a Delaware limited liability company located at 1016 W. 9th Avenue, King of Prussia, Pennsylvania, 19406 (“Assignee”) (collectively referred to as the “Parties”).

WHEREAS, Assignor is the record owner of certain trademarks included in the Contributed Assets (as defined in that certain Contribution Agreement, by and between Goddard Systems, LLC and Goddard Franchisor LLC, dated as of August 19, 2022) (the “Agreement”), including all of the United States trademark applications for registration identified in the attached Schedule 1 (collectively referred to as the “Trademarks”); and

WHEREAS, pursuant to the Agreement, Assignee has acquired all right, title and interest in and to the Trademarks, and the Parties wish to confirm and record such acquisition in the United States Patent and Trademark Office; and

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

Pursuant to the Agreement, Assignor hereby (i) irrevocably sells, assigns, and transfers all of its right, title, and interest in and to the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks to Assignee, absolutely and not as collateral security, without recourse; and (ii) vests in Assignee all powers and rights of Assignor under the Trademarks including the right to bring an action at law or in equity for any infringement, misappropriation, dilution, or other violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements, and proceeds relating to the Trademarks, to have and to hold the same unto Assignee and its successors and assigns forever, as of the date hereof.

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any application for registration of a trademark (together with any associated trademark rights and goodwill) that would be invalidated, canceled, voided, or abandoned due to the grant or enforcement of an assignment or security interest, including intent-to-use applications filed with the United States Patent & Trademark Office pursuant to 15 U.S.C. Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d); unless and until such time that the grant or enforcement of the assignment or security interest would not cause such application (and any associated trademark rights and goodwill) to be invalidated, canceled, voided, or abandoned.

The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement.

THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

This Trademark Assignment may be executed by the Parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have caused this TRADEMARK ASSIGNMENT to be duly executed and delivered as of the date first written above.

GODDARD SYSTEMS, LLC

By: DocuSigned by:
Cynthia Turner
Name: Cynthia Turner
Title: SVP, Chief Legal officer

GODDARD FRANCHISOR LLC

By: DocuSigned by:
Cynthia Turner
Name: Cynthia Turner
Title: SVP, Chief Legal officer

**Schedule 1
Trademarks**

Mark	Jurisdiction	App. Serial No./ App. Date	Reg. No./ Reg. Date
LIFE LESSON LIBRARY	U.S.	90540027/02/22/2021	