

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM813077

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	12/31/2022		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Laureate Learning Systems, Inc.		05/23/2023	Corporation: VERMONT
RECEIVING PARTY DATA			
Name:	Attainment Company, Inc.		
Street Address:	504 Commerce Parkway		
City:	Verona		
State/Country:	WISCONSIN		
Postal Code:	53593		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3059770	LAUREATE	
Registration Number:	3059771	LAUREATE LEARNING SYSTEMS	
Registration Number:	3316347	FOLLOWING DIRECTIONS	
Registration Number:	3292178	LANGUAGELINKS	
Registration Number:	4008317	QUESTIONQUEST	
Registration Number:	4508421	LANGUAGE FOR THEORY OF MIND	
CORRESPONDENCE DATA			
Fax Number:	4142259753		
<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:	4142259755		
Email:	docketing@boylefred.com		
Correspondent Name:	Sarah M. Wong		
Address Line 1:	840 N. Plankinton Ave.		
Address Line 4:	Milwaukee, WISCONSIN 53203		
NAME OF SUBMITTER:	Sarah M. Wong		
SIGNATURE:	/Sarah M. Wong/		
DATE SIGNED:	05/25/2023		

OP \$165.00 3059770

Total Attachments: 8

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CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT

This CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), dated May 23rd, 2023 is made by Laureate Learning Systems, Inc. ("Assignor"), a Vermont corporation, in favor of Attainment Company, Inc. ("Assignee"), a Wisconsin corporation, confirming the assignment of certain assets of Assignor pursuant to the "*Termination of Purchase and License Agreement Dated November 4, 2014, and Assignment of Intellectual Property Rights Agreement*" between Assignee and Assignor dated February 28, 2023 and effective as of December 31, 2022 (the "Agreement").

WHEREAS, Assignor confirms it was the owner of the entire right, title and interest in and to the trademarks listed on attached **Schedule A** (hereinafter referred to collectively as the "Trademarks") and the goodwill of the business symbolized thereby;

WHEREAS, Assignor represents and warrants that it was the owner or first and true creators of various works identified and listed on attached **Schedule B** (hereinafter referred to collectively as the "Works").

WHEREAS, Assignee was desirous of acquiring Assignor's entire right, title and interest in and to the Trademarks worldwide, and the goodwill of the business symbolized thereby along with the right to recover for damages and profits for any past, present, or future infringements thereof;

WHEREAS, Assignee was desirous of acquiring Assignor's entire, right, title and interest in and to the Works including, but not limited to, the copyrights, all rights to prepare derivative works, all goodwill, all renewals, and all moral rights.

WHEREAS, under the terms of the Agreement,

Assignor has conveyed, transferred, and assigned to Assignee all of Assignor's rights, title, and interest in and to the Trademarks and the registrations and applications therefor, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to recover for damages and profits for past, present, or future infringements thereof,

Assignor has conveyed, transferred, and assigned to Assignee all of Assignor's rights, title, and interest in and to the Works and the registrations and applications therefor, and

Assignor has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, the parties agree as follows:

1. Trademark Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor as of December 31, 2022 hereby irrevocably sells, transfers, and assigns without reservation to Assignee:

(a) any and all of Assignor's right, title and interest to the Trademarks, including the goodwill of the business symbolized thereby and associated therewith;

(b) the absolute and irrevocable right, title and interest in all registrations and applications to register the Trademarks and renewals and extensions of the foregoing;

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

(d) any and all claims and causes of action with respect to the Trademarks, 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 sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Assignee hereby accepts this Trademark Assignment.

2. Copyright Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor as of December 31, 2022 hereby irrevocably sells, transfers, and assigns without reservation to Assignee:

(a) any and all copyright interest Assignee may have in the Works, including, but not limited to, the copyrights, all rights to prepare derivative works, all goodwill, all renewals, and all moral rights;

(b) the absolute and irrevocable right, title and interest in all registrations and applications to register the Works and any renewal or extensions of copyrights that may be secured at any time in the United States or any foreign country in the Works;

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

(d) any and all claims and causes of action with respect to the Works, 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 sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Assignee hereby accepts this Copyright Assignment.

3. Absolute Assignment. This Assignment is intended to be and is an absolute sale and assignment of all right, title, and interest of the Assignor in and to the Trademarks and the Works and the corresponding registrations and applications. This Assignment is not executed as security in any respect. From and after the effective date of the Agreement, Assignee shall be the sole and lawful owner of the interest of the Assignor in and to the Trademarks and Works and the corresponding registrations and applications and shall have all rights of the Assignor in relation to the Trademarks and Works and the corresponding registrations and applications.

4. Assignor's Relinquishment of Rights. By this Assignment, the Assignor renounces and waives any and all rights the Assignor may have to limit the use, distribution, modification, licensing, or sale of the Works and all documentation or any element of the Works by the Assignee or its licensees, successors, or assignees, or to receive any compensation

whatsoever by reason of any use, distribution, modification, licensing, or sale of the Works or documentation, or any element of the Works, by the Assignee, its licensees, successors, or assignees.

5. Recordation and Further Actions. Assignor hereby authorizes the Register of Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of 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 and Works to Assignee, or any assignee or successor thereto.

6. Warranty of Title and Right to Convey. Assignor represents and warrants that the Assignor is the sole and absolute owner of all the Trademarks and the Works and the corresponding registrations and applications, and the Assignor has good and valid right to sell and convey the Trademarks and Works and the corresponding registrations and applications to the Assignee.

7. 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.

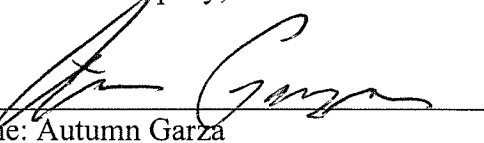
IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first written above.

Laureate Learning Systems, Inc.

By: 
Name: Mary S. Wilson
Title: President & CEO

Attainment Company, Inc.

AGREED TO AND ACCEPTED:

By: 
Name: Autumn Garza
Title: President & CEO

Schedule A

Trademarks

Mark	U.S. Registration Number
LAUREATE®	3059770
LAUREATE LEARNING SYSTEMS®	3059771
FOLLOWING DIRECTIONS®	3316347
LANGUAGELINKS®	3292178
QUESTIONQUEST®	4008317
LANGUAGE FOR THEORY OF MIND®	4508421

Schedule B

Copyrights

Products from the initial Contract (2014):

Creature Chorus
 First Words
 First Words II
 First Verbs
 Exploring Nouns
 Exploring Verbs
 Talking Nouns I
 Talking Nouns II
 Talking Verbs
 First Categories

 Simple Sentence Structure
 LanguageLinks®: Syntax Assessment and Intervention Levels 1-6
 Prepositions!
 Pronoun Perspective: 1st and 2nd Person
 QuestionQuest® Levels 1-3
 Language for Theory of Mind® 1: Understanding Others' Perceptions, Wants & Needs
 Nouns & Sounds
 Following Directions® Left and Right
 Following Directions® One and Two-Level Commands
 Tiger's Tale
 My House: Language Activities of Daily Living
 My Town: Language Activities of Daily Living
 My School: Language Activities of Daily Living

 The Sentence Master Levels 1-4

Title	U.S. Copyright Number	Date
Creature chorus / Mary Sweig Wilson, Bernard J. Fox.	TX0005057467	1999
Creature chorus.	TX0006582016	2002
Exploring First Verbs / Mary Sweig Wilson, Bernard J. Fox.	TX0004749206	1997
Exploring First Words / Mary Sweig Wilson, Bernard J. Fox.	TX0004749205	1997
Exploring First Words II / Mary Sweig Wilson, Bernard J. Fox.	TX0004749204	1997

Exploring Nouns Sterling Edition.	TX0006849070	2008
Exploring Verbs Sterling Edition.	TX0006849074	2008
First categories / Mary Sweig Wilson, Bernard J. Fox.	TX0004732991	1998
First categories.	TX0006582012	2003
First verbs / Mary Sweig Wilson, Bernard J. Fox.	TX0004732990	1997
First words / Mary Sweig Wilson, Bernard J. Fox.	TX0004732992	1997
First words II / Mary Sweig Wilson, Bernard J. Fox.	TX0004732986	1997
First words, first words II, and first verbs : English-Spanish version.	TX0006560407	2001
Following directions : left & right : Macintosh/Windows / Eleanor Semel.	TX0005056091	2000
Following directions : one and two-level commands : Macintosh/Windows / Eleanor Semel.	TX0005056089	2000
Following Directions: Left and Right Sterling Edition.	TX0007958122	2013
Following Directions: One and Two Level Commands Sterling Edition.	TX0007958127	2013
Language for Theory of Mind 1:Understanding Others' Perceptions, Wants, & Needs.	TX0007673178	2013
Language Links : syntax assessment & intervention : level 1, Sterling edition.	TX0006584335	2007
Language Links : syntax assessment & intervention : level 2, Sterling edition.	TX0006584334	2007
Language Links : syntax assessment & intervention : level 3, Sterling edition.	TX0006584333	2007
Language Links : syntax assessment & intervention : level 4, Sterling edition.	TX0006584332	2007
Language Links : syntax assessment & intervention : level 5, Sterling edition.	TX0006584331	2007
Language Links : syntax assessment & intervention : level 6, Sterling edition.	TX0006584330	2007
My house : language activities of daily living / Barbara Couse	TX0004749208	1997

Adams.		
My House: Language Activities of Daily Living.	TX0007263577	2009
My school : language activities of daily living / Barbara Couse Adams.	TX0004749209	1997
My School: Language Activities of Daily Living.	TX0007283552	2009
My town : language activities of daily living / Barbara Couse Adams.	TX0004749207	1997
My Town: Language Activities of Daily Living.	TX0007263579	2009
Nouns & sounds.	TX0005057464	1999
Nouns & sounds.	TX0006582015	2006
Prepositions / Mary Sweig Wilson, Bernard J. Fox.	TX0004732985	1998
Prepositions!	TX0006584064	2007
Pronoun Perspective: 1st and 2nd Person Sterling Edition.	TX0007270262	2008
QuestionQuest Level 1.	TX0007411516	2010
QuestionQuest Level 2.	TX0007411511	2010
QuestionQuest Level 3.	TX0007411518	2010
Sentence master : a program for success in reading level 1, version 1.0, an interactive software program / by Marion Blank, 1933-.	TX0005300689	1995
Sentence master : a program for success in reading level 2 version 1.0, an interactive software program / by Marion Blank, 1933-.	TX0005300690	1995
Sentence master : a program for success in reading level 3 version 1.0, an interactive software program / by Marion Blank, 1933-.	TX0005300692	1995
Sentence master : a program for success in reading level 4 version 1.0, an interactive software program / by Marion Blank, 1933-.	TX0005300691	1995
Sentence master : a program for sucess in reading : level 1 : version 2.0.	TX0005294678	1996
Sentence master : a program for sucess in reading : level 2 : version 2.0.	TX0005294679	1997

Sentence master : a program for sucess in reading : level 3, version 2.0.	TX0005294680	1997
Sentence master : a program for sucess in reading : level 4, version 2.0.	TX0005294681	1997
Simple sentence structure / Mary Sweig Wilson, Bernard J. Fox.	TX0004732988	1998
Talking nouns I / Mary Sweig Wilson, Bernard J. Fox.	TX0004724134	1998
Talking Nouns I Sterling Edition.	TX0007131280	2008
Talking nouns II / Mary Sweig Wilson, Bernard J. Fox.	TX0004724133	1998
Talking Nouns II Sterling Edition.	TX0007131276	2008
Talking verbs / Mary Sweig Wilson, Bernard J. Fox.	TX0004724132	1998
Talking Verbs Sterling Edition.	TX0007131279	2008
Tiger's tale.	TX0006614702	1998

Blended Product from Amendment (I) (2015):

LanguageLinks® to Literacy

Blended Product from Amendment II (2022):

English Language Series Software, composed of:

First Words

First Words II

First Verbs

Simple Sentence Structure (AKA: Simple Sentences)

Title	Copyright Number	Date
First verbs.	TX0006582017	2002
First words II Sterling edition.	TX0006584327	2002
First words Sterling edition.	TX0006584328	2002
Simple sentence.	TX0006582013	2003