

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM833798

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scholly, Inc.		07/21/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SLM NitroCollege, LLC		
Street Address:	300 Continental Drive		
City:	Newark		
State/Country:	DELAWARE		
Postal Code:	19713		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6976700	SCHOLLY	
Registration Number:	4733487	SCHOLLY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	302 332-1655		
Email:	minhngoc.nguyen@salliemae.com		
Correspondent Name:	Minh Ngoc T. Nguyen		
Address Line 1:	300 Continental Drive		
Address Line 4:	Newark, DELAWARE 19713		
NAME OF SUBMITTER:	Minh Ngoc T. Nguyen		
SIGNATURE:	/Minh Ngoc T. Nguyen/		
DATE SIGNED:	08/22/2023		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the “IP Assignment”), dated as of July 21, 2023, is made by and between Scholly, Inc., a Delaware corporation (“Assignor”) and SLM NitroCollege LLC, a Delaware limited liability company (“Assignee”) pursuant to that certain Asset Purchase Agreement, dated June 22, 2023 (the “Asset Purchase Agreement”). Except as otherwise set forth herein, capitalized terms used herein shall have the meanings assigned to them in the Purchase Agreement.

RECITALS

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement pursuant to which, among other things, Assignor agreed to sell, and Assignee agreed to purchase, the Purchased Assets of Assignor, as more particularly set forth in the Asset Purchase Agreement; and

WHEREAS, it is a condition to the Closing of the Asset Purchase Agreement that Assignor enters into this IP Assignment to further evidence the assignment and transfer by Assignor to Assignee of the Intellectual Property included as part of the Purchased Assets, as provided in the Asset Purchase Agreement, including as more particularly set forth in Exhibit A attached hereto (the “Assigned IP”);

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

AGREEMENT

1. Assignment. Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee, and Assignee accepts all right, title and interest of Assignor in and to, the Assigned IP, including, without limitation, the following:
 - a. the common law, state and/or federal trademark(s) attached as Exhibit A, together with the goodwill of the Business connected with the use of, and symbolized by, such trademarks and trademark registrations (the “Trademarks”);
 - b. the unregistered copyrights attached as Exhibit A (the “Copyrights”);
 - c. any patents and patent applications by Assignor, hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “Patents”);
 - d. ownership and control of the domain names attached as Exhibit A (the “Domains”);
 - e. ownership of all content available at the Domains or Social Media Assets, whether audio, visual, textual, source code or in other format (the “Content”), including any copyrights of any part of the Content;
 - f. ownership and control of all social media page(s) attached as Exhibit A (the “Social Media Assets”);
 - g. all other intellectual property of Assignor including its databases, customer and vendor information, name, trade names, trade secrets, confidential information, know how, phone numbers, web sites, logos, advertising copy, or artwork;

- h. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - i. any and all royalties, fees, income, payments and other proceeds now or later due or payable with respect to any and all of the foregoing; and
 - j. any and all Claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, 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.
2. Relationship with the Asset Purchase Agreement. This IP Assignment is made without representation or warranty except as provided in and by the Asset Purchase Agreement. This IP Assignment is in all respects subject to the provisions of the Asset Purchase Agreement and is not intended in any way to supersede, limit or qualify any provision of the Asset Purchase Agreement. In the event of any conflict or other difference between the terms of this IP Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern, supersede and prevail.
3. Recordation and Further Assurances. Assignor authorizes the Commissioner for Patents and 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 Agreement 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 Assignor's Intellectual Property to Assignee, or any assignee or successor.
4. Entire Agreement. This IP Assignment, including the recitals, the Asset Purchase Agreement, and the other agreements to be delivered under the Asset Purchase Agreement, collectively, constitute the entire agreement of the parties with respect to the subject matter in this IP Assignment, and supersede all prior agreements, representations, undertakings and understandings, whether written or oral, between the parties with respect to the subject matter in this IP Assignment.
5. Binding Effect. This IP Assignment shall be binding upon and inure solely to the benefit of the parties in this IP Assignment and their respective successors and assigns and nothing in this IP Assignment, express or implied, is intended to or shall confer upon any other Person, any legal or equitable right, obligation, benefit or remedy of any nature whatsoever under or by reason of this IP Assignment.
6. No Amendment. This IP Assignment may not be amended, modified or supplemented except by an instrument in writing signed by, or on behalf of, the parties.
7. Governing Law. This IP Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the choice-of-laws or conflicts-of-laws provisions thereof.

8. Severability. If any provision of this IP Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder shall be enforceable in accordance with its terms.

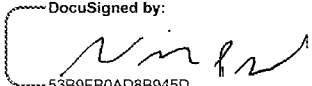
9. Counterparts; Execution by Electronic Means. This IP Assignment may be executed in separate counterparts, each of which shall constitute an original, and both of which taken together shall constitute one and the same agreement. This IP Assignment may be executed and delivered by email or other electronic means with the same effect as if a manually signed copy were personally delivered.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have executed this IP Assignment as of the date first written above.

ASSIGNOR:

SCHOLLY, INC.

DocuSigned by:

By: _____
Name: Nick Pirotto
Title: CTO

ASSIGNEE:

SLM NITROCOLLEGE LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have executed this IP Assignment as of the date first written above.

ASSIGNOR:

SCHOLLY, INC.

By: _____

Name:

Title:

ASSIGNEE:

SLM NITROCOLLEGE LLC

By: 

Name: Donna Vieira

Title: Executive Vice President and Chief
Commercial Officer

EXHIBIT A

ASSIGNED IP

Trademarks

Registered

Country	Mark	Status	App. / Reg. No.	Filing / Reg. Date	Classes	Owner per TM Databases
US	SCHOLLY	Registered	6976700	02/14/23	9, 36	Scholly, Inc.
US	SCHOLLY	Registered	4733487	05/05/15	9	Scholly, Inc.

Unregistered

- “SCHOLLY OFFERS”
- “SCHOLLY EDITOR”
- “SCHOLLY PAYOFF”
- All other marks and indicia concerning the Business, owned or controlled by the Assignors.

Trade Secrets

All Business Owned Intellectual Property Rights concerning the Business that constitute a “trade secret” under Delaware law pursuant to the Delaware Uniform Trade Secrets Act, or Material Unregistered Business Intellectual Property Rights, owned or controlled by the Assignors, including, without limitation, any nonpublished information, manufacturing technique, process, formula, development or experimental work, work in process, business, trade secret, or any other secret or confidential matter.

Copyrights

All copyrights in written materials, software and artwork concerning the Business, owned or controlled by Assignors, including source code, database, graphics, text, blueprints, directories, website pages, infographics, fact sheets, reports and studies, and advertising materials as well as all audio and video content.

Domain Name Registrations

- myscholly.com
- schollyweb.com
- schollyfoundation.com
- schollyforamerica.com
- schollyforamerica.org
- schollybound.com
- givescholly.com
- givescholly.org
- askscholly.com

Social Media

- Twitter: <https://www.twitter.com/myscholly/>
- Facebook: <https://www.facebook.com/MyScholly/>
- Instagram: https://www.instagram.com/my_scholly
- LinkedIn: <https://www.linkedin.com/company/scholly-inc/>
- TikTok: <https://www.tiktok.com/@myscholly>
- Scholly-related Snapchat accounts

Patents

- Abandoned US Patent Application No. 14/933,799 titled “System and Apparatus for Scholarship Searching”