

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM839376

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Center for Autism and Related Disorders, LLC		08/25/2023	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pantogran LLC		
<b>Street Address:</b>	996 Royal Marco Way		
<b>City:</b>	Marco Island		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	34145		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6002701	CENTER FOR AUTISM & RELATED DISORDERS	
<b>Registration Number:</b>	6105647	AUTISMLIVE	
<b>Registration Number:</b>	6122745	AUTISM LIVE	
<b>Registration Number:</b>	5668183	SKILLS GLOBAL	
<b>Registration Number:</b>	5482871	CENTER FOR AUTISM & RELATED DISORDERS	
<b>Registration Number:</b>	5532810		
<b>Registration Number:</b>	5532811	CARD	
<b>Registration Number:</b>	3963925	SKILLS	
<b>Registration Number:</b>	2473724	CARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	401-274-7200		
<b>Email:</b>	cclarkin@apslaw.com		
<b>Correspondent Name:</b>	Cheryl A. Clarkin, Esq.		
<b>Address Line 1:</b>	Adler Pollock & Sheehan P.C.		
<b>Address Line 2:</b>	One Citizens Plaza, 8th Floor		
<b>Address Line 4:</b>	Providence, RHODE ISLAND 02903		

CH \$240.00 6002701

<b>ATTORNEY DOCKET NUMBER:</b>	410033 002
<b>NAME OF SUBMITTER:</b>	Cheryl A. Clarkin, Esq.
<b>SIGNATURE:</b>	/cheryl a. clarkin/
<b>DATE SIGNED:</b>	09/14/2023

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”) is made and entered into as of August 25, 2023 (the “Effective Date”) by and between CENTER FOR AUTISM AND RELATED DISORDERS, LLC (“Assignor”) and Pantogran LLC (“Assignee”). Assignor and Assignee are referred to herein collectively as the “Parties” and individually as a “Party.”

WHEREAS, Card Holdings, LLC, the parent of Assignor (“Parent”), and Assignee are among the parties to that certain Amended and Restated Asset Purchase Agreement, dated as of July 25, 2023 (as amended, supplemented or modified, the “Purchase Agreement”); and

WHEREAS, pursuant to the Purchase Agreement, Parent has agreed to cause Assignor to assign to Assignee, and Assignee has agreed to acquire from Assignor, all of Assignee’s right, title and interest in, to and under the trademark registrations and applications set forth on Schedule A together with all goodwill associated therewith (the “Trademarks”), and the Parties wish to record such acquisition in the applicable governmental authorities in any applicable jurisdiction;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises, covenants, representations, warranties and agreements contained herein and in the Purchase Agreement, Assignor hereby agrees as follows:

1. Assignor hereby irrevocably assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest, in and to the Trademarks, together with all of the goodwill associated with and symbolized by the Trademarks, and together with all income, royalties, damages and payments due or payable as of the Effective Date or thereafter, including all damages and payments for past, present or future infringements or misappropriations thereof, the right to sue and recover for past, present, or future infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world, including rights to register, prosecute, maintain or record any of the foregoing, and all copies and tangible embodiments of any such rights (in whatever form or medium), for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

2. Assignor shall at Assignee’s expense execute, and provide to Assignee, Assignee’s successors, assigns or other legal representatives, all assignments or other instruments reasonably requested by Assignee to more fully and effectively effectuate the assignment of Assignor’s rights for purposes of this Assignment.

3. This Assignment has been executed and delivered by Assignor to Assignee for the purpose of recording this Assignment with any applicable governmental authorities, and the Parties hereby authorize any such governmental authorities to record this Assignment.

4. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. This Assignment, together with the Purchase Agreement, sets forth the entire agreement of the parties with respect to the subject matter hereof, and supersedes all other prior or contemporaneous representations, agreements, or understandings.

5. Except to the extent the mandatory provisions of the Bankruptcy Code (as defined in the Purchase Agreement) apply, this Agreement and any dispute will be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements executed and performed entirely within such State without regards to conflicts of law principles of the State of Delaware or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Delaware to apply.

6. This Assignment is being entered into pursuant to and as a requirement of the Purchase Agreement. Nothing herein modifies the Purchase Agreement, or otherwise expands or limits the rights and obligations of any party thereto, and in the event of any conflict or inconsistency between this Assignment and the Purchase Agreement, the Purchase Agreement shall control. *Without limiting the foregoing, neither Parent nor Assignor make any representations or warranties regarding the Trademarks or otherwise with respect to this Assignment or the subject matter hereof, and, except for any express representation or warranties set forth in the Purchase Agreement, each of Parent and Assignor hereby disclaim any and all representations or warranties, whether express or implied, including any implied warranties of title, merchantability, fitness for a particular purpose, or non-infringement.*

\* \* \* \* \*

*[Signature Page to Trademark Assignment]*

**TRADEMARK**  
**REEL: 008198 FRAME: 0468**

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**ASSIGNOR:**

CENTER FOR AUTISM AND RELATED DISORDERS, LLC

DocuSigned by:  
By: Jennifer Webster  
Name: Jennifer Webster  
Title: Authorized Signatory

**ASSIGNEE:**

PANTOGRAN LLC

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**ASSIGNOR:**

CENTER FOR AUTISM AND RELATED  
DISORDERS, LLC

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

PANTOGRAN LLC




By: Donisocho, Inc.  
Its: Manager

DocuSigned by:  
By: **DOREEN GRANPEESHEH**  
Name: Doreen Granpeesheh, Ph.D.  
Title: President

*[Signature Page to Trademark Assignment]*

**TRADEMARK**  
**REEL: 008198 FRAME: 0470**

**SCHEDULE A**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No. Filing Date</b>	<b>Registration No. Registration Date</b>	<b>Status</b>	<b>Assignor</b>
CENTER FOR AUTISM & RELATED DISORDERS	United States	88633693 27-SEP-2019	6002701 03-MAR-2020	Registered	Center for Autism and Related Disorders, LLC
AUTISMLIVE	United States	88590085 23-AUG-2019	6105647 21-JUL-2020	Registered	Center for Autism and Related Disorders, LLC
AUTISM LIVE	United States	88588674 22-AUG-2019	6122745 11-AUG-2020	Registered	Center for Autism and Related Disorders, LLC
	United States	87511340 29-JUN-2017	5668183 05-FEB-2019	Registered	Center for Autism and Related Disorders, LLC
CENTER FOR AUTISM & RELATED DISORDERS	United States	87344345 21-FEB-2017	5482871 29-MAY-2018	Registered	Center for Autism and Related Disorders, LLC
	United States	87344365 21-FEB-2017	5532810 07-AUG-2018	Registered	Center for Autism and Related Disorders, LLC
CARD	United States	87344388 21-FEB-2017	5532811 07-AUG-2018	Registered	Center for Autism and Related Disorders, LLC
	United States	76704925 18-OCT-2010	3963925 24-MAY-2011	Registered	Center for Autism and Related Disorders, LLC

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No. Filing Date</b>	<b>Registration No. Registration Date</b>	<b>Status</b>	<b>Assignor</b>
CARD	United States	76112091 18-AUG-2000	2473724 31-JUL-2001	Registered	Center for Autism and Related Disorders, LLC

*[Signature Page to Trademark Assignment]*