

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM839780

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Critical Pass, LLC		11/12/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	LEG, Inc.		
Doing Business As:	DBA West Academic		
Street Address:	444 Cedar Street, Suite 700		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55101		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4087167	CRITICAL PASS	
Registration Number:	5374882	CRITICAL PASS	
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:	8165724627		
Email:	uspt@polsinelli.com, jwillard@polsinelli.com		
Correspondent Name:	Joy Willard		
Address Line 1:	PO Box 140310		
Address Line 4:	Kansas City, MISSOURI 64114-0310		
ATTORNEY DOCKET NUMBER:	101467 773089		
NAME OF SUBMITTER:	Joy Willard, Paralegal		
SIGNATURE:	/Joy Willard/		
DATE SIGNED:	09/15/2023		
Total Attachments: 4			
source=West-CP -- Trademark Assignment (EXECUTED)#page1.tif			
source=West-CP -- Trademark Assignment (EXECUTED)#page2.tif			

CH \$65.00 4087167

source=West-CP -- Trademark Assignment (EXECUTED)#page3.tif

source=West-CP -- Trademark Assignment (EXECUTED)#page4.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective November 12, 2021, by and between Critical Pass, LLC, a California limited liability company having a usual place of business at P.O. Box 13189, Oakland, CA 94661 ("Assignor"), and LEG, Inc. d/b/a West Academic, a Delaware corporation having a usual place of business at 444 Cedar Street, Suite 700, St. Paul, MN 55101 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of all or substantially all of the assets of a going business; and

WHEREAS, the execution and delivery of this Assignment is a condition to the closing of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby represent and warrant that it is the sole owner of the Marks. Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent and Trademark Office, the corresponding entities or agencies in any applicable foreign jurisdiction, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

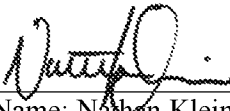
Assignee and Assignor agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR:

CRITICAL PASS, LLC

By:  _____
Name: Nathan Kleiner
Title: Chief Executive Officer

ASSIGNEE:

LEG, INC.

By: _____
Name: Christopher Parton
Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR:

CRITICAL PASS, LLC

By: _____
Name: Nathan Kleiner
Title: Chief Executive Officer


ASSIGNEE:

LEG, INC.

By:  _____
Name: Christopher Parton
Title: Chief Executive Officer

Exhibit A

Marks

<i>Mark</i>	<i>Jurisdiction</i>	<i>Registration No.</i>	<i>Registration Date</i>
Critical Pass	United States (Federal)	4087167	January 17, 2012
 Critical Pass	United States (Federal)	5374882	January 9, 2018