

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM848528

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acelero Inc.		01/31/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Shine Early Learning, Inc.		
Street Address:	500 Seventh Avenue, 8th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3202003	HELP	
Registration Number:	3484966	HAWAII EARLY LEARNING PROFILE	
Registration Number:	7120530	HELP ONLINE	
CORRESPONDENCE DATA			
Fax Number:	2129748474		
<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:	2129747474		
Email:	tm@cdas.com		
Correspondent Name:	Cowan DeBaets Abrahams & Sheppard LLP		
Address Line 1:	41 Madison Avenue, 38th Floor		
Address Line 4:	New York, NEW YORK 10010		
NAME OF SUBMITTER:	Alexander Gigante		
SIGNATURE:	/alexander gigante/		
DATE SIGNED:	10/25/2023		
Total Attachments: 2			
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ASSIGNMENT OF TRADEMARKS

THIS Assignment of Trademarks (“Assignment”) is entered into as of January 31, 2023, by and between Acelero, Inc., a Delaware Corporation, (“Assignor”), and Shine Early Learning, Inc., a Delaware Corporation, (“Assignee”).

WHEREAS, Assignor is the owner of all right, title and interest in the applications and registrations for such Trademarks, described in Schedule A attached hereto (collectively the “Marks”);

WHEREAS, Assignee desires to acquire all of the Assignor’s rights title and interest in and to the Marks, including, without limitation, the applications, registrations and any renewals that may be granted thereon, together with the goodwill of the businesses symbolized by the Marks, appropriate relief for all past infringement of the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest of the Assignor in and to the Marks, together with (i) any goodwill of the business associated with the Marks, including any renewals of the registrations that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee’s own use and purpose, and for the use and purpose of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held by Assignor if this Assignment has not been made, (ii) all income, royalties and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages and payments for past and future infringements and misappropriations of the Marks, (iii) all rights to sue for past, present and future infringements or misappropriations of the Marks and; (iv) all rights in the trade dress, labels and designs associated with the Marks.

IN WITNESS THEREOF, the parties hereto have caused this Assignment to be duly executed and delivered by their proper and duly authorized officers as of the effective date first above written.

ACELERO, INC.

By: Henry Wilde

Name: Henry Wilde

Title: CEO

ASSIGNOR

SHINE EARLY LEARNING, INC.

By: Reggie Bicha

Name: Reggie Bicha

Title: President

ASSIGNEE

SCHEDULE A

TITLE	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE
HELP ONLINE	97466499	June 20, 2022	N/A	N/A
HELP	78848414	March 28, 2006	3202003	January 23, 2007
HAWAII EARLY LEARNING PROFILE	78848435	March 28, 2006	3484966	August 12, 2008