

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851383

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FOLLETT CONTENT SOLUTIONS, LLC		07/31/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FOLLETT SCHOOL SOLUTIONS, LLC		
Street Address:	1340 RIDGEVIEW DRIVE		
City:	MCHENRY		
State/Country:	ILLINOIS		
Postal Code:	60050		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	76587745	TITLEPEEK	
Serial Number:	90333272	TITLEWAVE	
Serial Number:	76158099	TITLEWAVE	
Serial Number:	76399688	TITLEWISE	
CORRESPONDENCE DATA			
Fax Number:	3126165700		
<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:	3126165600		
Email:	trademark@leydig.com		
Correspondent Name:	Tamara A. Miller, Leydig, Voit & Mayer		
Address Line 1:	TWO PRUDENTIAL PLAZA, 180 N. STETSON AVE		
Address Line 2:	SUITE 4900		
Address Line 4:	CHICAGO, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	769802		
NAME OF SUBMITTER:	Tamara A. Miller		
SIGNATURE:	/Tamara A. Miller/		
DATE SIGNED:	11/06/2023		
Total Attachments: 4			

CH \$115.00 76587745

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), dated as of July 31, 2022, is entered into by and between Follett School Solutions, LLC, LLC, a Delaware limited liability company ("Assignee"), and Follett Content Solutions, LLC, a Delaware limited liability company ("Assignor"). Capitalized terms used and not otherwise defined herein have the meanings set forth in the Assignment Agreement (as defined below).

WHEREAS, Assignor and Assignee have concurrently herewith consummated the transfer by Assignor of certain assets of Assignor pursuant to the terms and conditions of the Assignment Agreement dated July 31, 2022 by and between Assignor and Assignee (the "Assignment Agreement"); and

WHEREAS, pursuant to the Assignment Agreement Assignor has assigned to Assignee, free and clear of all liens and encumbrances, and Assignee will accept, the trademarks set forth in Annex I attached hereto, together with all goodwill therein (collectively, the "Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Assignment. Assignor hereby contributes, conveys, transfers assigns, and delivers to Assignee, free and clear of all liens and encumbrances, and Assignee accepts and takes assignment and delivery of, all right, title and interest of Assignor in and to the Trademarks.

2. Effect of Agreement. This Agreement and its provisions will be binding upon Assignor's successors and assigns and will inure to the benefit of the successors and assigns of Assignee and all future assigns thereof. Notwithstanding anything to the contrary in this Agreement, (a) no provision hereof will in any way supersede, modify, replace, restrict, limit, or in any way affect the rights and obligations of the parties under the Assignment Agreement, and (b) in the event of any conflict between the terms of this Agreement and the Assignment Agreement, the terms of the Assignment Agreement will control.

3. Recording. This Agreement has been executed and delivered by Assignor to Assignee for the purpose of recording this Agreement with any applicable Governmental Authorities, including the U.S. Patent and Trademark Office, or similar intellectual property office or agency, and the parties hereto are hereby authorized to record this Agreement with any such Governmental Authorities. Assignee shall be responsible for preparing and filing all instruments and documents necessary to effect the assignment of the Trademarks to Assignee, including all costs and expenses of preparing and recording country-specific assignments and legalization of signatures (where required).

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment Agreement to be duly executed as of the date first written above.

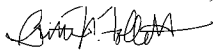
Follett School Solutions, LLC

By:  _____

Name: Chris Porter

Title: Chief Executive Officer

Follett Content Solutions, LLC

By:  _____

Name: Britten Follett

Title: Chief Executive Officer

Signature Page to Trademark Assignment Agreement

**TRADEMARK
REEL: 008250 FRAME: 0562**

Annex I

Trademarks

<u>Mark</u>	<u>Country</u>	<u>Recorded Owner</u>	<u>App. #</u>	<u>App. Date</u>	<u>Reg. #</u>	<u>Reg. Date</u>
TITLEPEEK	USA	Follett Corporation Dba Follett Software Company	76587745	4/21/2004	2951175	5/17/2005
TITLEWAVE	USA	Follett Corporation	90333272	11/20/2020	--	--
TITLEWAVE	USA	Follett Corporation Dba Follett Library Resources	76158099	11/1/2000	2768612	9/30/2003
TITLEWISE	USA	Follett Corporation Dba Follett Library Resources	76399688	4/22/2002	2851487	6/8/2004
TITLEWAVE	United Kingdom	Follett Corporation	UK00910437002	11/22/2011	UK00910437002	4/26/2012
TITLEWAVE	EUTM	Follett Corporation	10437002	11/22/2011	10437002	4/26/2012
TITLEWAVE	Canada	Follett Corporation	2065529	11/20/2020	--	--
TITLEWAVE	Canada	Follett Corporation	1215156	4/29/2004	TMA635864	3/22/2005
TITLEWISE	Canada	Follett Corporation	1215155	4/29/2004	TMA635663	3/18/2015