

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418097

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TrueLearn, Inc.		03/02/2017	Corporation:
RECEIVING PARTY DATA			
Name:	TrueLearn, LLC		
Street Address:	160 Milford Circle		
City:	Mooresville		
State/Country:	NORTH CAROLINA		
Postal Code:	28117		
Entity Type:	Limited Liability Company: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4820952	COMBANK	
Registration Number:	4825263	TRUELEARN	
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>			
Email:	escheible@wcsr.com		
Correspondent Name:	Laura A. Kees		
Address Line 1:	271 17th Street NW, Suite 2400		
Address Line 4:	Atlanta, GEORGIA 30363		
ATTORNEY DOCKET NUMBER:	101373.0001.6		
NAME OF SUBMITTER:	Laura A. Kees		
SIGNATURE:	/Laura A. Kees/		
DATE SIGNED:	03/02/2017		
Total Attachments: 3			
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ASSIGNMENT OF TRADEMARKS AND RELATED REGISTRATIONS

THIS ASSIGNMENT OF TRADEMARKS AND RELATED REGISTRATIONS (this "**Assignment**") is made as of March 2, 2017, by and between TrueLearn, LLC, a Delaware limited liability company (the "**Assignee**"), and TrueLearn, Inc., a Pennsylvania corporation (the "**Assignor**").

PRELIMINARY STATEMENT

Under the terms of that certain Contribution Agreement, dated as of March 2, 2017, by and among the Assignor and the Assignee (the "**Contribution Agreement**"), the Assignee agreed to purchase and accept, and the Assignor agreed to sell, contribute, convey, grant, assign, transfer and deliver, substantially all the assets of the Assignor, including without limitation, all Assignor's right, title and interest in and to the trademarks and the corresponding registrations identified on Exhibit A attached hereto (the "**Trademarks**"), together with any and all goodwill of the business associated with the Trademarks. Assignee is a successor to the business of the Assignor, or portion thereof to which the Trademarks pertain. The Assignor and the Assignee desire to confirm of record the assignment of the Trademarks to the Assignee.

NOW, THEREFORE, for and in consideration of the consideration contemplated by the Contribution Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Assignor hereby irrevocably assigns, transfers, grants and conveys to the Assignee, free and clear of any and all liens, claims, security interests, restrictions or any other encumbrance or exception to title of any kind, all right, title and interest in and to the Trademarks, together with (i) the goodwill of the business symbolized by the Trademarks and (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Trademarks, for the United States and for all other countries, including, without limitation, any registrations and applications for the Trademarks, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any other country, now or hereafter in effect, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives.

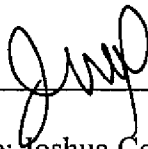
2. The Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as the Assignee may from time to time reasonably request to effect fully this Assignment and to permit the Assignee to be duly recorded as the registered owner of the Trademarks and all other rights hereby conveyed.

[Signature page follows]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR:

TrueLearn, Inc.

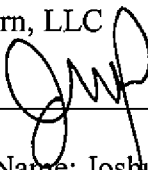
By:  _____
Printed Name: Joshua Courtney

Its: President

Accepted by:

ASSIGNEE:

TrueLearn, LLC

By:  _____
Printed Name: Joshua Courtney

Its: President

EXHIBIT A

Trademark	Owner	Registration Number/Date	Status
TRUELEARN	TrueLearn, Inc.	4,825,263; 10/6/2015	LIVE
COMBANK	TrueLearn, Inc.	4,820,952; 9/29/2015	LIVE