

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425786

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diploma Plus, Inc		04/17/2017	Non-Profit Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	PazLo Education Foundation		
Street Address:	1309 Wilton Place, 3rd Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90028		
Entity Type:	Non-Profit Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2717722	DIPLOMA PLUS	
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:	uspto@raineslaw.com		
Correspondent Name:	PazLo Education Foundation		
Address Line 1:	1309 Wilton Place, 3rd Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90028		
NAME OF SUBMITTER:	Nicole Halle		
SIGNATURE:	/nlh/		
DATE SIGNED:	05/01/2017		
Total Attachments: 4			
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OP \$40.00 2717722

EXHIBIT C

OMNIBUS TRADEMARK TRANSFER AUTHORIZATION

April 17, 2017

WHEREAS, **Diploma Plus, Inc.**, a Massachusetts non-profit corporation having a principal business address at 75 Gothic Street, Northampton, MA 01060 (the "**Assignor**") is the owner of all right, title and interest in and to U.S. Trademark Reg. No. 2717722 (the "**Trademark**"); and

WHEREAS, **PazLo Education Foundation**, a California non-profit corporation having a principal business address at 1309 Wilton Place, 3rd Floor, Los Angeles, CA 90028 (the "**Assignee**") is interested in acquiring the Trademark, and all of the goodwill of the business associated therewith; and

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement, entered into and dated as of the date hereof (the "**Agreement**"), pursuant to which Assignor has agreed to sell, transfer, convey and deliver to Assignee all of the Transferred Assets (as defined in the Agreement) free and clear of all liens and encumbrances of whatever nature.

NOW THEREFORE, for the good and valuable consideration in the Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby execute this Omnibus Trademark Assignment (the "**Assignment**") and agree as follows:

Assignor hereby sells, assigns, transfers and conveys to Assignee (a) all of Assignor's rights, title and interest in and to the Trademark, (b) all of the goodwill of such business symbolized by the Trademark and all common law rights associated therewith, (c) the exclusive right to use and/or register the Trademark in whatever style or font, as a trademark with the United States Patent and Trademark Office ("**USPTO**") and similar offices or authorities in whatever jurisdiction throughout the world so that Assignee's ownership of the Trademark is duly made of record, (d) all claims against third parties for past, present, and future infringements of the Trademark and any goodwill associated therewith; and (e) any rights with respect to injury to the aforesaid goodwill and the right to sue for the same.

Assignor further agrees that Assignee shall have the right to record this instrument of assignment in the USPTO or similar offices or authorities in jurisdictions throughout the world so as to establish Assignee as the owner of the Trademark.

Assignor further hereby revokes any previous powers of attorney related to the Trademark.

Assignor further agrees, at the reasonable request to Assignee and without charge or cost to Assignor, promptly to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be reasonably required to carry out the terms and intent of this Assignment; and (ii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment and any new applications with the USPTO or similar offices or authorities in jurisdictions throughout the world so that Assignee's ownership of the Trademark is duly made of record.

This Assignment is being executed and delivered in connection with the consummation of the transactions contemplated by the Agreement and is not intended to expand any of the rights or obligations of the Assignor and Assignee set forth in the Agreement. To the extent that there is any conflict between the terms of this Assignment and the Agreement, the terms of the Agreement shall prevail.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. Facsimile and scanned signatures shall be deemed original signatures, and the parties agree that a facsimile or scanned signature shall be followed by a manually signed original if requested by either party.

This Assignment shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns.

IN WITNESS WHEREOF, each of the undersigned, pursuant to authority duly received, has executed this Assignment on the date set forth above.

ASSIGNOR:

DIPLOMA PLUS, INC.

By: William Dielt
(signature)

Name: William Dielt
(please print)

Title: Chairman, Board of Directors

ASSIGNEE:

PAZLO EDUCATION FOUNDATION

By: Cesar A. Lopez
(Signature)

Name: Cesar A. Lopez
(please print)

Title: Executive Director

EXHIBIT D

TRADEMARK ASSIGNMENT: UNITED STATES

WHEREAS, Diploma Plus, Inc., a non-profit corporation organized and existing under the laws of the State of Massachusetts, located at 75 Gothic Street, Northampton, MA 01060, owns the following trademarks in the United States:

DIPLOMA PLUS, Reg. No. 2717722

WHEREAS, PazLo Education Foundation, a non-profit corporation organized and existing under the laws of California, located at 1309 Wilton Place, 3rd Floor, Los Angeles, CA 90028, is desirous of acquiring said trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Diploma Plus Inc. hereby assigns to PazLo Education Foundation all of its rights, title, and interest in and to said trademarks together with the goodwill of the business symbolized by such trademarks.

Signed this 14th day of April, 2017.

DIPLOMA PLUS, INC.

By: William Dick
(signature)

Name: William Dick
(please print)

Title: Chairman, Diploma Plus Board of Directors

NOTORIAL CERTIFICATE

STATE OF
COUNTY OF

) Massachusetts
) Hampshire

On this 14th day of April 2017, before me personally appeared William Drew [Name] to me known and known to me to be the Chairperson [Title] of Diploma Plus, Inc., the above-mentioned Assignor, who acknowledged that s/he executed the foregoing Trademark Assignment on behalf of said Assignor and pursuant to authority duly received.

Barbara H. Siegel
Notary Public

[STAMP AND SEAL]