

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM485600

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JST LLC d/b/a LifeCubby		08/01/2018	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LifeCubby, LLC		
<b>Street Address:</b>	c/o Excelligence Learning Corp. Legal Dept.		
<b>Internal Address:</b>	20 Ryan Ranch Rd, Ste. 200		
<b>City:</b>	Monterey		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93940		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4435153	LIFECUBBY	
<b>Registration Number:</b>	5232179	VINE ASSESSMENTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2126843999		
<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>			
<b>Phone:</b>	212 684-3900		
<b>Email:</b>	drodrigues@grr.com		
<b>Correspondent Name:</b>	David D. Rodrigues		
<b>Address Line 1:</b>	270 Madison Avenue		
<b>Address Line 2:</b>	8th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10016		
<b>ATTORNEY DOCKET NUMBER:</b>	8877/022		
<b>NAME OF SUBMITTER:</b>	David D. Rodrigues		
<b>SIGNATURE:</b>	/David D. Rodrigues/		
<b>DATE SIGNED:</b>	08/10/2018		
<b>Total Attachments: 4</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "*IP Assignment*"), dated as of August 1, 2018, is made by JST LLC d/b/a LifeCubby, an Ohio limited liability company ("*Seller*"), in favor of LifeCubby, LLC, a Delaware limited liability company ("*Buyer*").

**WHEREAS**, pursuant to the terms of that certain Asset Purchase Agreement, dated as of even date herewith (the "*Purchase Agreement*"), by and among Seller, Buyer and the other parties thereto, Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, the Purchased Asset as set forth and described in the Purchase Agreement;

**WHEREAS**, pursuant to the Purchase Agreement, Seller has agreed to sell, assign, transfer and convey to Buyer, as part of the Purchased Assets, the Intellectual Property Assets, which assets include, but are not limited to, those listed on Schedule I attached hereto, and has agreed to execute and deliver this IP Assignment to evidence the transfer and assignment of the Intellectual Property Assets, and for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions;

**WHEREAS**, all capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreement hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts from Seller, all of Seller's right, title, interest and goodwill in, to and under the following (the "*Assigned IP*"):

(a) all Intellectual Property owned by Seller which relate to or are used or held for use in connection with the Business;

(b) all rights of any kind whatsoever of Seller accruing under the Intellectual Property provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the

right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Seller shall not assign this IP Assignment without the prior written consent of Buyer.

6. Severability. The invalidity or unenforceability of any of the terms, conditions or provisions hereof shall not limit or impair the operation or validity of any other term or provision of this IP Assignment, and the remainder of this IP Assignment shall remain operative and in full force and effect.

7. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

**SELLER:**

JST LLC

By: 

Name: Susan M. Testaguzza

Title: President

*Signature Page to Intellectual Property Assignment Agreement*

**TRADEMARK**  
**REEL: 006410 FRAME: 0710**

Schedule I

1. Service Mark: LifeCubby; Registration No. 4,435,153; Registration Date: November 19, 2013.
2. Service Mark: VINE ASSESSMENTS; Registration No. 5,232,179; Registration Date: June 27, 2017.
3. Trade Name: LifeCubby; Filed with the Ohio Secretary of State on May 10, 2011 and renewed effective February 24, 2016.
4. Copyright: www.lifecubby.me; Registration No. TXu001813660 / 2012-06-18; Registration Date: June 18, 2012.
5. Domain Names:
  - a. vineassessment.com
  - b. lifecubbie.net
  - c. lifecubby.net
  - d. lifecubbydev.com
  - e. lifecubby.in
  - f. lifecubbie.com
  - g. mylifecubby.com
  - h. lifecubby.com
  - i. mylifebox.me
  - j. mylifecubby.com
  - k. lifecubby.org
  - l. mylifecubby.org
  - m. lifecubby.me
  - n. mylifecubby.me
  - o. lifecubbie.org
  - p. lifecubbie.me
  - q. mylifecubbie.me
  - r. lifecubbyapp.com