

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487425

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Edward Fleur Financial Education Corporation		08/06/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Pass Perfect, LLC		
Street Address:	176 Bedform Road		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06831		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	87655560	PASS PERFECT	
Serial Number:	78880787	PASS PERFECT	
Serial Number:	77230512	SMART 6	
Serial Number:	76582036	SMART 63	
Serial Number:	85040435	SMART 65	
Serial Number:	76581125	SMART 66	
Serial Number:	85790508	SMART 7	
Serial Number:	74721356	SMART 7	
Serial Number:	86960978	SMART SIE	
CORRESPONDENCE DATA			
Fax Number:	8167531536		
<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:	816-753-1500		
Email:	kallen@polsinelli.com		
Correspondent Name:	Kathryn Allen		
Address Line 1:	900 W. 48th Place, Suite 900		
Address Line 4:	Kansas City, MISSOURI 64112		
ATTORNEY DOCKET NUMBER:	095000-598540		

CH \$240.00 87655560

NAME OF SUBMITTER:	Kathryn Allen
SIGNATURE:	/Kathryn Allen/
DATE SIGNED:	08/23/2018
Total Attachments: 4 source=CeriFi - EFFE Trademark Assignment#page1.tif source=CeriFi - EFFE Trademark Assignment#page2.tif source=CeriFi - EFFE Trademark Assignment#page3.tif source=CeriFi - EFFE Trademark Assignment#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Trademark Assignment**”) is made, entered into and effective as of this August 6, 2018 (“the “**Effective Date**”), by Edward Fleur Financial Education Corporation, a Florida corporation doing business as Pass Perfect (the “**Assignor**”), in favor of Pass Perfect, LLC a Delaware limited liability company (the “**Assignee**”). All capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in that certain Agreement for Purchase and Sale of Assets, of even date herewith (the “**Purchase Agreement**”), by and among the Assignor, the Assignee and the other parties signatory thereto.

RECITALS:

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to assign to Assignee all of its right, title and interest in, and to execute this Trademark Assignment to enable Assignee to record the assignment of, all of the Assignor’s right, title and interest in and to the trademarks set forth on **Schedule 1** hereto (the “**Trademark(s)**”), the associated registration and renewals, all goodwill associated therewith, and all other rights, if any, in the Trademarks throughout the world (the “**Trademarks and Related Rights**”).

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each party hereto hereby agrees as follows:

1. **Assignment.** The Assignor hereby irrevocably conveys, transfers and assigns to Assignee as of the Effective Date, and Assignee hereby accepts, any and all right, title and interest of the Assignor in and to the Trademarks and Related Rights, including the right to sue and recover (for the sole use and benefit of Assignee and its successors, assigns or other legal representatives) damages for past, present and future infringement, misappropriation, dilution or other violation thereof or damage thereto, if any, in each case free and clear of all mortgages, pledges, ownership interests, security interests, liens, reservations and contract rights of third parties. Assignee is to hold all right, title and interest in and to the Trademark(s) and Related Rights as fully and exclusively as they would have been held and enjoyed by the Assignor had the assignment in this Section 1 not been made.

2. **Authorization.** The Assignor authorizes and requests Assignee to request the USPTO to record Assignee as Assignee or transferee of the Trademark(s) and shall, promptly upon presentation to the Assignor by Assignee, execute, or procure the execution of, such transfer documents and provide such information as required by the USPTO, and the Assignor hereby covenants that the Assignor has full right to convey its entire interest herein assigned, and that the Assignor has not executed, and will not execute, any agreements in conflict herewith.

3. **Further Assurances.** Each party hereto shall, from time to time and at all times hereafter, upon the request of the other party hereto, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further Assignees, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to carry out the intent of this Trademark Assignment.

4. **Entire Agreement.** This Trademark Assignment and the Purchase Agreement (including the other schedules and exhibits to the Purchase Agreement) contain the entire agreement of the parties with regard to the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Trademark Assignment.

5. **Successors and Assigns.** This Trademark Assignment shall be binding upon each party hereto and its respective successors and assigns.

6. **Governing Law.** The parties specifically agree that this Trademark Assignment shall in all respects be interpreted, read construed and governed by the internal Laws of the State of Delaware, exclusive of its conflicts of law rules.

7. **Counterparts.** This Trademark Assignment may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties to this Trademark Assignment may deliver their executed counterparts by facsimile or other electronic means.

[Signature Page Follows]

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

ASSIGNOR:

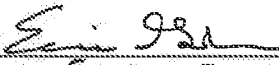
Edward Fleur Financial Education Corporation, doing business as Pass Perfect

By: _____
Name: Edward Fleur
Title: President

Signature Page to Trademark Assignment

ASSIGNEE:

Pass Perfect, LLC

By: 
Name: Eric Gueda
Title: Vice President

Signature Page to Trademark Assignment

SCHEDULE 1

TRADEMARKS

Mark/#	Status	Goods/Services
<u>PASS PERFECT</u> RN: 5475527 SN: 87655560	Registered May 22, 2018	(Int'l Class: 41) educational services in the nature of test preparation, namely, providing an on-line database featuring interactive reference materials and sample exams to assist in studying for securities license examinations
<u>PASS PERFECT</u> RN: 3324234 SN: 78880787	Renewed October 30, 2017	(Int'l Class: 09) Cancelled - Sec. 8 [multimedia software recorded on cd-rom featuring instruction on preparation for licensing exams in the field of... (Int'l Class: 16) printed instructional books for preparation for licensing exams in the field of securities brokerage. (Int'l Class: 41) education services, namely, providing classes for preparation for licensing exams in the field of securities brokerage
<u>SMART 6</u> RN: 3613134 SN: 77230512	Registered 8 & 15 May 18, 2015	(Int'l Class: 41) educational services in the nature of test preparation, namely, providing on-line assistance in studying for the investment company and variable annuities license examination, namely, the series 6 examination
<u>SMART 63</u> RN: 3204289 SN: 76582036	Renewed January 30, 2017	(Int'l Class: 41) educational services in the nature of test preparation, namely, providing on-line assistance in studying for the uniform state law securities agent license examination, namely, the series 63 examination
<u>SMART 65</u> RN: 3956991 SN: 85040435	Registered 8 & 15 April 27, 2017	(Int'l Class: 41) educational services in the nature of test preparation, namely, providing on-line assistance in studying for the registered investment adviser representative examination, namely, the series 65 examination
<u>SMART 66</u> RN: 3202491 SN: 76581125	Renewed January 23, 2017	(Int'l Class: 41) educational services in the nature of test preparation, namely, providing on-line assistance in studying for the uniform state law combined securities agent/investment advisor representative license examination, namely, the series 66 examination
<u>SMART 7</u> RN: 4483534 SN: 85790508	Registered February 18, 2014	(Int'l Class: 41) educational services in the nature of test preparation, namely, providing an on-line database featuring interactive reference material and sample exams to assist in studying for the series 7, general securities license examination
<u>SMART 7</u> RN: 2105779 SN: 74721356	Renewed October 14, 2007	(Int'l Class: 09) computer disks, cd roms, magnetic computer tapes, and computer chips containing a study guide for use in the taking of the series 7, the general securities license examination
<u>SMART SIE</u> SN: 86960978	Allowed - Intent to Use 3rd Extension of Time Granted 05/10/18	(Int'l Class: 41) providing an on-line database featuring interactive reference material and sample exams to assist in studying for the sie, the securities industries essentials licensing examination