

900466978 09/20/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490835

SUBMISSION TYPE:		RESUBMISSION	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
RESUBMIT DOCUMENT ID:		900437617	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	LLC Entity Type
Educadium, LLC		01/31/2018	Corporation OREGON
RECEIVING PARTY DATA			
Name:	iContracts, Inc.		
Street Address:	214 West Main Street, Suite 103		
City:	Moorestown		
State/Country:	NEW JERSEY		
Postal Code:	08057		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77766602	EASYCAMPUS	
Serial Number:	77515263	EDUCADIUM	
Serial Number:	77780022		
CORRESPONDENCE DATA			
Fax Number:	5036469948		
<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:	888-558-1683 x801		
Email:	tharris@educadium.com		
Correspondent Name:	Educadium, LLC		
Address Line 1:	10940 SW BARNES RD, NO 126		
Address Line 4:	PORTLAND, OREGON 97225		
NAME OF SUBMITTER:	Todd Harris		
SIGNATURE:	/Todd Harris/		
DATE SIGNED:	09/20/2018		
Total Attachments: 2			
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TRADEMARK

REEL: 006462 FRAME: 0955

TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement is made by and between:

LLC
Educadium LLC, a corporation organized and existing under the laws of Oregon, located at 10940 SW Barnes Rd. No. 126 Portland, OR 97225 (the "Assignor") of the one part; AND

iContracts, Inc., a corporation organized and existing under the laws of New Jersey, located at 214 West Main Street, Suite 103, Moorestown, NJ 08057 (the "Assignee") of the other part.

The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively, as "Parties".

WHEREAS, the Assignor is the proprietor and beneficial owner of the trademark applications (the "Trademark") in the United States (the "Territory"), of which the particulars are set forth as follows from the United States Patent and Trademark Office:

<u>Trademark</u>	<u>Code</u>	<u>Application No./Serial Number</u>
Educadium	Standard Character Mark	3785507/77515263
EasyCampus	Standard Character Mark	3742324/77766602
Educadium Logo	Service Mark	3742466/77780022

WHEREAS, the Assignee desires to acquire from the Assignor the Trademarks Registrations in accordance with the terms and conditions of this Agreement,

NOW THEREFORE, the Parties hereto agree as follows:

1. For and in consideration of the sum of \$1 (one US dollar only) paid by the Assignee to the Assignor (the receipt of which is hereby acknowledged), the Assignor does hereby assign to the Assignee all rights, title and interests derived from and in connection with the Trademark in the Territory.
2. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Trademark in Territory, and that the assignment of the Trademark from the Assignor to the Assignee shall not cause any infringement of industrial property rights of any third party in the Territory.

The Trademark is assigned in their present legal status, which is known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the Trademark, own registrations or pending applications for registration of the Trademark and there are no pending cases before the court or national authorities, which may adversely affect the Trademark. The Assignor does not take any further guarantee.

3. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademark, which may be required to perfect title in the Trademark in the Assignee. The Assignor shall also furnish the Assignee with the original

certificates covering the Trademark, if available. Assignee shall pay any and all costs related to the Assignment, if required. Each party shall pay its respective legal costs related to the Assignment.

4. This Agreement shall come into effect on the date on which this Agreement is registered by the competent authority as required by the laws of the Territory. The Parties hereto agree that this Agreement shall be submitted to the aforesaid authority in the Territory for its registrations. Each Party hereto shall fully cooperate with the other with regard to such registration or additional or approval that may be required in connection with the implementation of any portion of this Agreement.
5. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of the United States.
6. Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination of invalidity hereof shall be settled through bona fide negotiations between the Parties as set forth in the Asset Purchase Agreement, signed November 20th, 2017.
7. Any amendments, modifications, alternations or supplements to this Agreement shall be made in writing to be legally effective.
8. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative on this 31st day of January 2018.

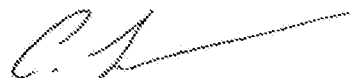
For and on behalf of the Assignor

For and on behalf of the Assignee

Signature:



Signature:



By: Todd Harris
Title: President, Educadium LLC

By: A. Leigh Powell
Title: CEO, iContracts, Inc.