

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM497616

<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>
BBM TransitionCo, LLC	FORMERLY Big Blue Marble, LLC	10/26/2018	Limited Liability Company: SOUTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Big Blue Marble Academy, LLC		
<b>Street Address:</b>	401 N. Michigan Ave.		
<b>Internal Address:</b>	Suite 3300		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60611		
<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>Serial Number:</b>	87253549	BIG BLUE MARBLE ACADEMY	
<b>Serial Number:</b>	87229553	BIG BLUE MARBLE ACADEMY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3124657022		
<b>Email:</b>	kchin@sterlingpartners.com		
<b>Correspondent Name:</b>	Keven Chin		
<b>Address Line 1:</b>	401 N. Michigan Ave., Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>NAME OF SUBMITTER:</b>	Keven Chin		
<b>SIGNATURE:</b>	/kevenchin/		
<b>DATE SIGNED:</b>	11/09/2018		
<b>Total Attachments: 13</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”), dated as of October 26, 2018 (the “**Effective Date**”), is made by and between EOF LEARNING CENTERS, LLC, a Delaware limited liability company (“**Buyer**”) on one hand, and BIG BLUE MARBLE, LLC, a South Carolina limited liability company (“**Seller**”), Nancy E. Rikard, an individual South Carolina resident (“**Rikard**”), 323 INVESTMENTS, LLC, a South Carolina limited liability company (“**323**”), and Katherine W. Ligon, an individual South Carolina resident (“**Ligon**” and jointly and severally with Seller, Rikard and 323, “**Selling Parties**”).

WHEREAS, Selling Parties and Buyer are parties to that certain Asset Purchase Agreement of even date herewith (the “**APA**”), pursuant to which Selling Parties are selling, transferring, assigning, conveying and delivering to Buyer the Purchased Assets of Selling Parties, and Buyer is assuming certain specified liabilities of Selling Parties (the “**Transaction**”).

NOW, THEREFORE, in exchange for the consideration set forth in the APA and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms used herein and not otherwise defined herein will have the respective meanings assigned to such terms in the APA. As used herein, the following terms have the following meanings:

“**Copyrights**” means all works of authorship, copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith.

“**Domain Names**” means domain names, uniform resource locators and other names and locators associated with the Internet, all URLs, including applications and registrations thereof, including, but not limited to, Domain Names listed or described on Exhibit A.

“**Intellectual Property**” means collectively all Intellectual Property Rights and Proprietary Information and Technology.

“**Intellectual Property Rights**” means collectively any and all rights (anywhere in the world, whether statutory, common law or otherwise) with respect to: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all Patents; (b) Trademarks; (c) Copyrights; (d) all mask works and all applications, registrations, and renewals in connection therewith; (e) all Trade Secrets; (f) rights of privacy or publicity; (g) Domain Names; (h) all other proprietary rights; and, (i) any rights to pursue, recover or retain damages, costs or attorneys’ fees for past, present and future infringement or misappropriation of any of the foregoing.

“**Patents**” means all (a) patents and patent applications; (b) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications and divisions of any of the items listed in clauses (a) or (b) of this definition; (c) all foreign counterparts to any of the items listed in clauses (a) or (b) of this definition, including utility models, inventors’ certificates, industrial design protection and any other form of grant or issuance by any Governmental Authority; and, (d) all patents that issue from any of the items listed in clauses (a), (b) or (c) of this definition.

“**Proprietary Information and Technology**” means any and all of the following: works of authorship, computer programs, source code and executable code, whether embodied in Software, firmware or otherwise, assemblers, applets, compilers, user interfaces, application programming interfaces, protocols, architectures, documentation, annotations, comments, designs, files, records, schematics, test methodologies, emulation and simulation tools and reports, hardware development tools, models, tooling, prototypes, breadboards and other devices, data, data structures, databases, data compilations and collections, inventions (whether or not patentable), invention disclosures, discoveries, improvements, technology, Trade Secrets, ideas, research and development, designs, drawings, specifications, customer and supplier lists, pricing and cost information, business and marketing plans and proposals, know-how and information, tools, concepts, techniques, methods, processes, formulae, patterns, algorithms and specifications, customer lists and supplier lists and any and all instantiations or embodiments of the foregoing or any Intellectual Property Rights in any form and embodied in any media.

**“Software”** means all computer programs (including any software implementation of algorithms, models and methodologies whether in source code or object code), databases and computations (including any data and collections of data), documentation (including user manuals and training materials) owned by Selling Parties relating to any of the foregoing and the content and information contained in any websites.

**“Selling Parties IP”** means all Intellectual Property that is owned by Selling Parties and has been developed for or used in, is used in, held for use in or related to, or that may be used in, held for use in, related or useful to the operation of, Selling Parties’ business (including the Business).

**“Trade Secrets”** means information and materials owned by Selling Parties not generally known to the public, including trade secrets and other confidential or proprietary information.

**“Trademarks”** means trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names, and rights in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith owned by Selling Parties, including, but not limited to, Trademarks listed or described on Exhibit B.

2. **Assignment.** Each Selling Party hereby irrevocably sells, assigns, transfers and conveys to Buyer, its successors, assigns, and legal representatives, all of Selling Party’s entire right, title and interest in and to any Selling Parties IP in perpetuity, including all rights and interests in the Intellectual Property listed on Exhibits A and B, (collectively, the **“Assigned Intellectual Property”**), and Selling Parties acknowledges that Buyer owns and will own all right, title and interest in and to the Assigned Intellectual Property, including, without limitation, any and all right to claim priority rights deriving from any of the foregoing and the right to sue for, settle and release past, present and future infringement of any of the foregoing.

3. **Further Assurances.** Selling Parties shall, at their sole cost and expense, promptly execute, acknowledge and deliver to Buyer all additional instruments or documents that Buyer determines at any time to be necessary to complete the timely transfer of the Assigned Intellectual Property to Buyer, including without limitation, the Trademark Assignment set forth in Exhibit C and the Digital Asset Transfer Agreement Set forth in Exhibit D. Furthermore, Selling Parties will, at their sole cost and expense (except to the extent that such cost and expense are related to or arise from any claim for which Buyer is entitled to indemnification from Selling Parties pursuant to the APA), testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing, reissue, reexamination and other applications, make assignments and rightful oaths, and generally take all actions (in each case, as reasonably requested by Buyer) to aid Buyer, its successors, assigns and nominees to obtain and enforce proper protection for the Assigned Intellectual Property in all countries. No Selling Party may execute any agreements inconsistent with the foregoing.

4. **Domain Names.** At their sole expense, Selling Parties will promptly and properly complete and submit, to the registrar for each of the Domain Names, any and all instructions requested by Buyer necessary to transfer ownership as registrant of the Domain Names to Buyer.

5. **Selling Parties’ Transfer and Cessation of Use of the Assigned Intellectual Property.** Commencing on the Effective Date, Selling Parties will: (a) provide to the Buyer all existing documentation in their possession to produce and exploit all Trade Secrets and other confidential information that relates to the Assigned Intellectual Property (and to the extent any such information in such Selling Party’s possession relating to the Assigned Intellectual Property is not in a medium that is reasonably transferable or deliverable to Buyer on the date hereof, such Selling Party, at their sole cost, will promptly record such information in a reasonably suitable form and furnish such information to Buyer); (b) following such transfer, promptly destroy all remaining copies of all printed or electronic media in their possession relating to such documentation, trade secrets and confidential information, except as otherwise agreed by Selling Parties and Buyer in writing; and, (c) cease all use and development of, and forever refrain from using in any manner, the Trade Secrets and any confidential information that relates to the Assigned Intellectual Property, except as otherwise agreed by Selling Parties and Buyer in writing. Commencing on the Effective Date, each of the Selling Parties will immediately cease all use, and will forever refrain from using, any Trademarks as they appear in the Assigned Intellectual Property, including but not limited to use for any entity name, slogan, product name, on any website, as a service mark, trademark, domain name, URL, meta tag, directory search term, or a component of any of the foregoing, except as otherwise agreed by Selling Parties and Buyer in writing.

6. Waiver of Moral Rights. Each of the Selling Parties hereby irrevocably waives its rights under all laws now existing or hereafter permitted, with respect to any and all purposes for which the Assigned Intellectual Property and any derivative works thereof may be used, including without limitation: (a) all rights under the United States Copyright Act, or any other country's copyright law, including but not limited to, any rights provided in 17 U.S.C. §§ 106 and 106A; and (b) any rights of attribution and integrity or any other "moral rights of authors" existing under applicable law.

7. Irrevocable and Binding Assignment. From and after the Effective Date, no Selling Party shall have the right to: (a) rescind any of the rights or waivers granted herein; (b) enjoin, restrain or otherwise hinder Buyer's exercise of any of the rights granted herein; or (c) enjoin, restrain or otherwise hinder, by court order or otherwise, the manufacture, use, sale, offer for sale, importation, marketing, license, translation, copying, duplication, recording, broadcasting, distribution, performance, display, addition to, subtraction from, arrangement, rearrangement, revision, modification, change, adaptation or other exploitation of the Assigned Intellectual Property or any derivative works thereof.

8. Entire Agreement; Amendments. This Assignment, the Bill of Sale and Assignment, the Assignment and Assumption Agreement, and the APA (including all other documents contemplated thereby) constitute the entire agreement between Selling Parties and Buyer with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, between Selling Parties and Buyer with respect to the subject matter hereof. In the event of a conflict between the terms of the APA and this Assignment, the APA will control. The parties may cause this Assignment to be amended at any time by execution of an instrument in writing signed on behalf of each of the parties, except as otherwise required by Law.

9. Counterparts, Electronic Signature. This Assignment may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart. Any such signature page will be effective as a counterpart signature page hereto without regard to page, document or version numbers or other identifying information thereon, which are for convenience of reference only. This Assignment may be executed by .PDF signature, and a .PDF signature will constitute an original signature for all purposes.

10. Governing Law. This Assignment and all Legal Proceedings arising hereunder will be governed by and construed in accordance with the Laws of the State of Georgia without reference to such state's principles of conflicts of law.

11. Waiver of Jury Trial. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HERETO HEREBY WAIVE, AND COVENANT THAT THEY SHALL NOT ASSERT, ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS ASSIGNMENT, ANY ANCILLARY AGREEMENT, AND THE CONTEMPLATED TRANSACTIONS. THE PARTIES HERETO FURTHER AGREE TO IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING AND ANY SUCH PROCEEDING SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

\* \* \*

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

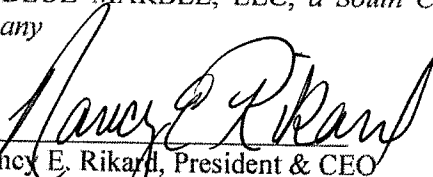
BUYER:

EOF LEARNING CENTERS, LLC, *a Delaware limited liability company*

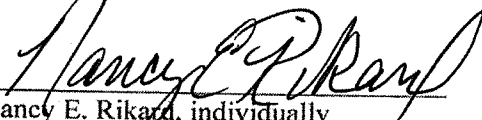
By   
J. Scott Cotter, CEO

SELLER:

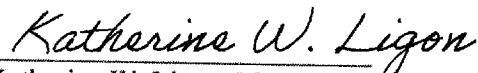
BIG BLUE MARBLE, LLC, *a South Carolina limited liability company*

By   
Nancy E. Rikard, President & CEO

OWNERS:

  
Nancy E. Rikard, individually

323 INVESTMENTS, LLC, *a South Carolina limited liability company*

By   
Katherine W. Ligon, Managing Principal


  
Katherine W. Ligon, individually

Exhibit A  
**Domain Names**

<b>Domain</b>	<b>Registrant Contact</b>	<b>Registrant Organization</b>
BBMACADEMY.COM	<a href="mailto:support@treellc.com">support@treellc.com</a>	Tree LLC
BIGBLUEMARBLEACADEMY.COM	<a href="mailto:support@treellc.com">support@treellc.com</a>	Tree LLC

Exhibit B  
**Trademarks**

<b>Citation</b>	BIG BLUE MARBLE ACADEMY	BIG BLUE MARBLE ACADEMY
<b>Source</b>	USPTO	USPTO
<b>Status</b>	Live	Live
<b>Registrant</b>	Big Blue Marble, LLC LIMITED LIABILITY COMPANY SOUTH CAROLINA 4339 Augusta Highway Gilbert SOUTH CAROLINA 29054	Big Blue Marble, LLC LIMITED LIABILITY COMPANY SOUTH CAROLINA 4339 Augusta Highway Gilbert SOUTH CAROLINA 29054
<b>Serial Number</b>	87253549	87229553
<b>Application Date</b>	December 1, 2016	November 8, 2016
<b>Registration Number</b>	5228161	5227165
<b>Registration Date</b>	June 20, 2017	June 20, 2017
<b>Image</b>	BIG BLUE MARBLE ACADEMY	

**Abandoned/Cancelled Marks**

*None.*



Exhibit C  
**Trademark Assignment**

**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this "Trademark Assignment"), dated as of October 26, 2018 (the "Effective Date"), is made by and between EOF LEARNING CENTERS, LLC, a Delaware limited liability company ("Buyer") and BIG BLUE MARBLE ACADEMY, LLC, a South Carolina limited liability company ("Assignor").

WHEREAS, Assignor is the owner of the trademark and trademark registration described on Schedule 1 hereto (the "Trademarks"); and

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as of the date hereof, by and among Buyer and Assignor (the "APA"), Assignor has agreed to assign to Buyer all of Assignor's right, title, and interest in and to the Trademarks (and the portion of the business of Assignor to which the Trademarks pertain), together with the goodwill associated therewith. Capitalized terms used herein not otherwise defined herein will have the respective meanings assigned to such terms in that certain Intellectual Property Assignment Agreement dated of even date herewith between Buyer and Assignor.

NOW THEREFORE, for the consideration set forth in the APA and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. In connection with the transfer of the portion of the business to which the Trademarks pertain, Assignor hereby sells, transfers, conveys, assigns, and sets over unto Buyer, and its successors and assigns, Assignor's entire right, title and interest in and to the Trademarks, including, without limitation, all registrations and applications therefor and any right to apply for and register the Trademarks, in the United States of America and all foreign countries, together with the goodwill of Assignor's business in which the Trademarks are used and symbolized by the Trademarks, all of Seller's (i) common law and statutory rights related thereto, (ii) rights of renewal and extension, and (iii) right to sue and recover for damages and profits for past infringements thereof.

2. This Trademark Assignment and all Legal Proceedings (as defined in the APA) arising hereunder will be governed by and construed in accordance with the Laws as defined in the APA) of the State of Delaware without reference to such state's principles of conflicts of law.

3. This Trademark Assignment will inure to the benefit of and be binding upon Buyer and Assignor and their respective successors and assigns. This Trademark Assignment may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart. Any such signature page will be effective as a counterpart signature page hereto without regard to page, document or version numbers or other identifying information thereon, which are for convenience of reference only. This Trademark Assignment may be executed by .PDF signature, and a .PDF signature will constitute an original signature for all purposes.

4. Waiver of Jury Trial. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HERETO HEREBY WAIVE, AND COVENANT THAT THEY SHALL NOT ASSERT, ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS TRADEMARK ASSIGNMENT, ANY ANCILLARY AGREEMENT, AND THE CONTEMPLATED TRANSACTIONS. THE PARTIES HERETO FURTHER AGREE TO IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING AND ANY SUCH PROCEEDING SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

\* \* \*

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

BUYER:

EOF LEARNING CENTERS, LLC, *a Delaware limited liability company*

By J. Scott Cotter  
J. Scott Cotter, CEO

ASSIGNOR:

BIG BLUE MARBLE, LLC, *a South Carolina limited liability company*

By Nancy E. Rikard  
Nancy E. Rikard, President & CEO

Schedule 1  
**Trademarks**

<b>Citation</b>	BIG BLUE MARBLE ACADEMY	BIG BLUE MARBLE ACADEMY
<b>Source</b>	USPTO	USPTO
<b>Status</b>	Live	Live
<b>Registrant</b>	Big Blue Marble, LLC LIMITED LIABILITY COMPANY SOUTH CAROLINA 4339 Augusta Highway Gilbert SOUTH CAROLINA 29054	Big Blue Marble, LLC LIMITED LIABILITY COMPANY SOUTH CAROLINA 4339 Augusta Highway Gilbert SOUTH CAROLINA 29054
<b>Serial Number</b>	87253549	87229553
<b>Application Date</b>	December 1, 2016	November 8, 2016
<b>Registration Number</b>	5228161	5227165
<b>Registration Date</b>	June 20, 2017	June 20, 2017
<b>Image</b>	BIG BLUE MARBLE ACADEMY	

Exhibit D  
**Digital Asset Transfer Agreement**

**DIGITAL ASSET TRANSFER AGREEMENT**

This DIGITAL ASSET TRANSFER AGREEMENT (this “***Agreement***”) dated as of October 26, 2018, is by and among EOF LEARNING CENTERS, LLC, a Delaware limited liability company (“***Transferee***”) on one hand, and BIG BLUE MARBLE, LLC, a South Carolina limited liability company (“***Seller***”), Nancy E. Rikard, a South Carolina resident (“***Rikard***”), 323 INVESTMENTS, LLC, a South Carolina limited liability company (“***323***”) and Katherine W. Ligon, a South Carolina resident (“***Ligon***” and jointly and severally with Rikard and 323, “***Transferors***”).

WHEREAS, Transferors wish to transfer their entire right, title and interest in and to all Digital Assets (defined below) of the Business (as defined in that certain Asset Purchase Agreement of even date herewith executed between the parties), which include, without limitation, domain names, email accounts, social media accounts, web pages and all other similar assets associated with the Business; and

WHEREAS, for good and valuable consideration, receipt of which is hereby acknowledged, each Transferor has agreed to assign, transfer, and deliver to Transferee all of its rights, title, and interest in and to the Digital Assets, including any and all goodwill associated therewith subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, promises, terms, covenants and conditions in this Agreement, the parties agree as follows:

1. **Assignment and Transfer.** Each Transferor does hereby irrevocably assign and transfer exclusively to Transferee all right, title, and interest in and to the digital assets of the Business and any other rights associated with the digital assets, including, without limitation, any intellectual property rights, all related domains, designs, logos, content, customer lists and agreements, email lists, passwords, usernames and trade names, email accounts, and all of the related social media accounts including but not limited to, bigbluemarbleacademy.com, bbmacademy.com, Yelp, Facebook, Angie’s List, Instagram, Twitter, YouTube, Gmail, and associated other rights, and any goodwill associated therewith (collectively, and any goodwill associated therewith the “***Digital Assets***”). Transferee hereby accepts such assignment and transfer. Seller hereby irrevocably consents, authorizes, and orders each registrar, custodian, or other provider of the above assets (each a “***Registrar***”) to transfer all right, title, and interest in the Digital Assets to Transferee, to have and to hold forever (*i.e.*, all ownership and all access and recovery credentials will pass from Transferor to Transferee). Transferors shall hereafter take such other actions and execute such other agreements and instruments as are deemed necessary by Transferee or Registrar to document Transferor’s assignment and transfer of the Digital Assets to Transferee. Each Transferor shall reasonably cooperate in facilitating the transfer to Transferee of the Digital Assets with Registrar and will follow the rules designated by Registrar to affect such transfer, including promptly responding to the e-mail sent to Transferor’s contact from Registrar confirming the transfer of the Digital Assets to Transferee. To the extent any right, title or interest in the Digital Assets is not capable of being transferred without the approval, action, consent or waiver by any entity, including any registrar or authority, Transferors shall diligently take all such steps as may be desirable or necessary to secure such approval, action, consent or waiver in Transferee’s favor, and until such securement and effective transfer, Transferors shall: (a) maintain the existence of such right, title and interest, and hold the same in trust for Transferee; and, (b) cooperate with Transferee in any reasonable and lawful arrangements designed to provide the benefits of such right, title and interest to Transferee. To the extent any other party’s action or consent is required to accomplish this assignment, Transferors shall take all actions reasonably necessary to effectuate this provision.

2. **Future Use of Digital Assets.** Each Transferor agrees not to use or register any confusingly similar variation of any Digital Asset, either alone or with other words, as part of an email address, social media account registration, domain name, trademark or designation on any website, in connection with keyword advertising or any other form of advertising, or in any way, maintain any registration of such term or assist any third party in doing the same. Transferee shall, as the sole owner of the Digital Assets, have the exclusive right to use or otherwise transfer the Digital Assets.

3. **Miscellaneous.** This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original hereof. This Agreement may be executed by the parties by facsimile signatures, and such facsimile signatures shall bind the parties. This Agreement may be delivered to such parties as Transferee deems necessary or appropriate.

\* \* \*

IN WITNESS WHEREOF, the parties hereto have executed this Digital Asset Transfer Agreement the day and year first set forth above.

TRANSFERORS:

BIG BLUE MARBLE, LLC, a South Carolina limited liability company

By Nancy E. Rikard  
Nancy E. Rikard, President & CEO

Nancy E. Rikard  
Nancy E. Rikard, individually

323 INVESTMENTS, LLC, a South Carolina limited liability company

By Katherine W. Ligon  
Katherine W. Ligon, Managing Principal

Katherine W. Ligon  
Katherine W. Ligon, individually

TRANSFeree:

EOF LEARNING CENTERS, LLC, a Delaware limited liability company

By J. Scott Cotter  
J. Scott Cotter, CEO