

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM507757

<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>
LePort Educational Institute, Inc.		08/15/2018	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LePort Stratford, Inc.		
<b>Street Address:</b>	1 Technology Drive		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92618		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4046321	KNOWLEDGE FOR LIFE	
<b>Registration Number:</b>	4811253	LEPORT SCHOOLS	
<b>Registration Number:</b>	4032643		
<b>Registration Number:</b>	4524486	CAMP FOR LIFE	
<b>Registration Number:</b>	5533606	LEPORT MONTESSORI	
<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>	9493540406		
<b>Email:</b>	jchung@leportschools.com		
<b>Correspondent Name:</b>	Jean Chung, Esq.		
<b>Address Line 1:</b>	1 Technology Drive		
<b>Address Line 2:</b>	Ste. H200		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92618		
<b>NAME OF SUBMITTER:</b>	Jean Chung		
<b>SIGNATURE:</b>	/jean chung/		
<b>DATE SIGNED:</b>	01/29/2019		
<b>Total Attachments: 5</b>			

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement"), effective as of August 15, 2018 ("Effective Date"), is by and among LePort Educational Institute, Inc. a California corporation ("Assignor") and LePort Stratford, Inc. a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of those certain trademark registrations and applications identified on Schedule A attached hereto ("Assigned Trademarks");

WHEREAS, pursuant to that certain Membership Interest and Asset Purchase Agreement (as amended from time to time, the "Purchase Agreement") dated June 1, 2018 among Assignee, Assignor, LePort Irvine, LLC, LePort Delaware, Inc. and LePort Solana Beach, LLC, the Assignee acquired all of the assets related to, used or held for use in connection with the Business.

WHEREAS, in connection with the transactions contemplated under the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to accept, all of Assignor's right, title, and interest in and to the Assigned Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Definitions. Terms not defined in this Agreement shall have the meanings ascribed to them in the Purchase Agreement.

2. Conveyance and Acceptance of Assigned Trademarks. Assignor hereby sells, transfers, assigns, delivers and conveys to Assignee, free and clear of all Liens, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Trademarks, including without limitation, any registrations and applications therefor, any renewals of the registrations, and all other corresponding rights that are or may be secured under the laws of any country or jurisdiction, now or hereafter in effect, and the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks; for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, and including, without limitation, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Trademarks and of this Agreement, and the right to initiate other proceedings before all Regulatory Authorities with respect to such Assigned Trademarks.

3. Recordation. Assignor hereby authorizes and requests that the Commissioner for Trademarks, and any other sovereign official holding a corresponding position of authority in any other state or country, record this Agreement. Assignor will take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents that Assignee may reasonably request to record and perfect Assignee's interest in and to the Assigned Trademarks.

4. Counterparts. This Agreement may be executed by facsimile signatures and in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the date first written above.

LePort Educational Institute, Inc.

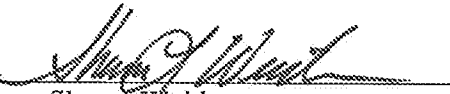
By: 

Name: Peter LePort

Title: President

*[Signature Page to Trademark Assignment Agreement]*

LePort Stratford, Inc.

By:   
Name: Shawn Weidmann  
Title: President and Secretary

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK**  
**REEL: 006543 FRAME: 0946**

SCHEDULE A

Assigned Trademarks

<b>Trademark</b>	<b>Reg. No.</b>
KNOWLEDGE FOR LIFE	4046321
LEPORT SCHOOLS	4811253
Open Book (design)	4032643
CAMP FOR LIFE	4524486
LEPORT MONTESSORI	87652356