

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM502752

<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>
Bartleby.com, Inc.		12/05/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Study Mode, LLC		
<b>Street Address:</b>	1680 Vine Street		
<b>Internal Address:</b>	Suite 1200		
<b>City:</b>	Hollywood		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90028		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75814690	BARTLEBY.COM	
<b>Serial Number:</b>	75854869	BARTLEBY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125894201		
<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>	212-589-4200		
<b>Email:</b>	bhipdocket@bakerlaw.com		
<b>Correspondent Name:</b>	Gerald J. Ferguson		
<b>Address Line 1:</b>	45 Rockefeller Plaza		
<b>Address Line 4:</b>	New York, NEW YORK 10111		
<b>ATTORNEY DOCKET NUMBER:</b>	099921.000027		
<b>NAME OF SUBMITTER:</b>	Gerald J. Ferguson		
<b>SIGNATURE:</b>	/Gerald J. Ferguson/		
<b>DATE SIGNED:</b>	12/19/2018		
<b>Total Attachments: 7</b>			
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**TRADEMARK**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (hereinafter this "Agreement") is made and entered into as of December 5, 2016 (hereinafter the "Effective Date") by and between Bartleby.com, Inc., a Delaware corporation ("Assignor"), and Study Mode, LLC, a California limited liability company ("Assignee"). Assignor and Assignee are collectively referred to herein as the "Parties". Unless otherwise defined herein, capitalized terms are used herein as defined in that certain Asset Purchase Agreement dated as of December 5, 2016 (the "Purchase Agreement"), by and between Buyer and Seller.

WHEREAS, it is a condition to the Closing of the Purchase Agreement that Assignor enters into this Agreement to transfer the Purchased Assets to Assignee; and

WHEREAS, Assignor has agreed to transfer, sell and assign to Assignee all right, title and interest in and to the Purchased Assets, together with the goodwill associated therewith;

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained herein and in the Purchase Agreement 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 of Domain Names and Email Accounts. On the Effective Date hereof, Assignor hereby grants, assigns, and quitclaims to Assignee all of its right, title, and interest in and to (i) the domain names (collectively the "Assigned Domains") and the email accounts (collectively the "Assigned Emails") set forth in Schedule I hereto, (ii) the registrations and applications for registrations thereof and (iii) the goodwill connected with the use thereof and symbolized thereby.

2. Assignment of Trademarks. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademarks set forth in Schedule II hereto, (ii) the registrations and applications for registrations thereof and (iii) the goodwill connected with the use thereof and symbolized thereby (collectively the "Assigned Trademarks").

3. Transfer of Intangible Assets. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the goodwill and all other intangible assets currently used exclusively in connection with the Purchased Assets, including, without limitation, if and to the extent in existence, any and all trade secrets, inventions, designs, copyrights, non-registered trademarks and other intellectual property, know-how, manufacturing methods and processes (the "Assigned Intangible Assets").

4. Rights and Privileges. Assignor agrees that all rights and privileges, including without limitation the right to sue for and receive all damages from future infringements of the Purchased Assets, shall be held and enjoyed by Assignee and its successors and assigns.

5. Authorization.

(a) Assignor authorizes and requests the registrar(s) of the Assigned Domains and, subject to the provisions of Section 8.11 of the Purchase Agreement, the hosting service(s) of the Assigned Emails to initiate the transfer process and removal of any locks, and to effectuate the transfer of ownership of the Assigned Domain and the Assigned Emails to Assignee so that Assignee will be (i) the sole registered owner of the Assigned Domains and will be registered on whatever ICANN-accredited domain name registrar that Assignee shall designate; and (ii) pursuant to the provisions of Section 8.11 of the Purchase Agreement, the sole registered owner of the Assigned Emails and will be registered on whatever electronic mail hosting service that Assignee shall designate.

(b) Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark applications and/or registrations and patent applications and/or patents (including any applications pursuant to the Patent Cooperation Treaty) for registration of trademarks and patents, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Assigned Trademarks.

6. Relationship with the Purchase Agreement. This Agreement is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement. This Agreement is made without representation or warranty except as provided in and by the Purchase Agreement. This Agreement is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit or qualify any provision of the Purchase Agreement, except that the Schedules attached to this Agreement shall take precedence over the schedules to the Purchase Agreement for purposes of this Agreement.

7. Further Assurances. Assignor hereby undertakes to give to Assignee all assistance reasonably necessary to the end of finalizing endorsements contemplated by this Agreement in favor of Assignee to perfect Assignee's ownership of or title to the Assigned Domains, Assigned Emails, Assigned Trademarks and Assigned Intangible Assets. Assignor agrees to execute and deliver without further consideration such further instruments and other documents, and to cooperate with Assignee in any manner as may be reasonably required by Assignee to vest all rights, title, and interest in and to the Assigned Domains, Assigned Emails, Assigned Trademarks and Assigned Intangible Assets in Assignee and to effectuate the purpose and intent of this Assignment so that the transfer of the Assigned Domains, Assigned Emails, Assigned Trademarks and Assigned Intangible Assets to Assignee is appropriately recorded, even, where necessary, by appointing an attorney-in-fact duly empowered to carry out all the actions necessary for such purpose.

8. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

9. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark and patent issues, and (ii) in all other respects, including as to validity (except for patent and trademark issues),

**Execution**

interpretation and effect, by the laws of the State of California without giving effect to the conflict of laws rules thereof.


10. Counterparts. This Agreement may be executed in two or more counterparts, which may be facsimile counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

*[Signature Page Follows]*

AGREED TO AND ACCEPTED BY ASSIGNOR:

Dated: December 5, 2016

**BARTLEBY.COM, INC.**  
a Delaware corporation

By:   
Name: Steven van Leeuwen  
Title: Chief Executive Officer

AGREED TO AND ACCEPTED BY ASSIGNEE:

Dated: December 5, 2016

**STUDY MODE, LLC**  
a California limited liability company

By: \_\_\_\_\_  
Name: Thomas Swalla  
Title: Chief Executive Officer

AGREED TO AND ACCEPTED BY ASSIGNOR:

Dated: \_\_\_\_\_, 2016

**BARTLEBY.COM, INC.**  
a Delaware corporation

By: \_\_\_\_\_

Name: Steven van Leeuwen  
Title: Chief Executive Officer

AGREED TO AND ACCEPTED BY ASSIGNEE:

Dated: Dec 5th, 2016

**STUDY MODE, LLC**  
a California limited liability company

By:  \_\_\_\_\_

Name: Thomas Swalla  
Title: Chief Executive Officer

Schedule I

Assigned Domains and Emails

• Domain Names:

- Bartelby.org
- Bartelby.net
- Bartelby.com
- Bartelby.info
- Bartleby.com
- Bartleby.net
- Bartleby-inc.com
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• Email Accounts:

- bartlebycom@aol.com
- webmaster@bartleby-inc.com
- steve@bartleby-inc.com



Schedule II

Assigned Trademarks

- “Bartleby.com” – U.S. Patent and Trademark Office Serial No. 75814690
- “Bartleby” - U.S. Patent and Trademark Office Serial No. 75854869