

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511423

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kinderhouse Montessori School, Inc		04/12/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	ES KHM OpCo, LLC		
Street Address:	9350 South Dixie Highway		
Internal Address:	Suite 950		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33156		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3933986	KINDERHOUSE MONTESSORI SCHOOL	
Registration Number:	3889806	DEDICATED TO CULTIVATING THE WHOLE CHILD	
CORRESPONDENCE DATA			
Fax Number:			
<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:	305-397-0845		
Email:	mlima@cozen.com		
Correspondent Name:	Cozen O'Connor		
Address Line 1:	Southeast Financial Center		
Address Line 2:	200 South Biscayne Blvd, Suite 3000		
Address Line 4:	Miami, FLORIDA 33131		
NAME OF SUBMITTER:	Javier Sobrado		
SIGNATURE:	/Javier Sobrado/		
DATE SIGNED:	02/25/2019		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**IP Assignment**”), dated as of April 12, 2018, is made by Kinderhouse Montessori School, Inc., a California corporation (“**Assignor**”), in favor of ES KHM OpCo, LLC, a Delaware limited liability company (“**Assignee**”). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of March 12, 2018 (“**Purchase Agreement**”), by and among Assignee, the Assignor, Yogini B. Patel and Parag Patel, the Assignee is purchasing substantially all of the assets of the Assignor; and

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, all of Assignor’s right, title and interest in and to the following (the “**Assigned IP**”): the assets listed on Exhibit A and Assignee’s existing telephone and facsimile numbers, websites, emails, webpages, links, web addresses, social media accounts, including, without limitation, Facebook™ pages, IM addresses, all transferable rights in and to the name “**Kinderhouse Montessori School**”, and all other trademarks, service marks, websites, web addresses and logos used by Assignor in connection with the Business and all related registrations, logins, credentials, and passwords.
2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents the Commissioner for Trademarks in the United States Patent and Trademark Office the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignor and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.
3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


5. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

6. Dispute Resolution. The provisions of Section 10.11 (Dispute Resolution) of the Purchase Agreement are incorporated herein, mutatis mutandis, as if a part hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

**Kinderhouse Montessori School, Inc., a
California corporation**

By: 
Name: Yogini B. Patel
Title: President

[Signature Page to IP Assignment]

[00020733.1]

**TRADEMARK
REEL: 006572 FRAME: 0422**

Exhibit A

- Domain – kinderhousemontessori.com
- Website – www.kinderhousemontessori.com
- Email – hosted by Google G-Suite
- Service Mark Registration for “Kinderhouse Montessori School” (stylized design) - U.S.P.T.O. Registration No. 3933986 (the word-only mark is not registered)
- Facebook
- Instagram
- Twitter
- Pinterest