| \$40.00 | 43381

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM524344

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Anthony D. James		05/20/2019	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Linux Academy, Inc.	
Street Address:	125 Bear Creek Pkwy.	
City:	Keller	
State/Country:	TEXAS	
Postal Code:	76248	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4338133	PINEHEAD

CORRESPONDENCE DATA

Fax Number: 4043659532

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.

Phone: 4042337700

Email: mmccaskill@mmmlaw.com

Correspondent Name: Montrell McCaskill

Address Line 1: 3343 Peachtree Road NE
Address Line 2: 1600 Atlanta Financial Center
Address Line 4: Atlanta, GEORGIA 30326

NAME OF SUBMITTER:	Montrell McCaskill
SIGNATURE:	/Montrell McCaskill/
DATE SIGNED:	05/20/2019

Total Attachments: 3

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TRADEMARK REEL: 006649 FRAME: 0726

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") is made and entered into as of the latest signature date indicated in the signature block at the end of this Agreement ("Effective Date") by and among Anthony D. James d/b/a H2i Solutions, an individual residing in Texas ("Assignor"), and Linux Academy, Inc., a Delaware corporation ("Assignee") (collectively, the "Parties," and singularly, each a "Party").

WHEREAS, Assignor is the owner of U.S. Trademark Registration No. 4,338,133, for the trademark, PINEHEAD (the "Mark"), for "[p]roviding a website featuring information about open source computer operating systems, internet technology, and software and website development," which registered on May 21, 2013 (the "Registration");

WHEREAS, Assignor is the founder and the Chief Executive Officer of Assignee; and

WHEREAS, the Parties accordingly wish to execute this recordable Assignment to evidence the transfer of ownership of the Registration and the Mark from Assignor to Assignee;

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

- 1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to Assignee and its successors and assigns all of Assignor's right, title and interest in and to any and all trademark rights related to the Mark, including but not limited to the Registration, and including all state and common law rights and rights in the United States and in foreign jurisdictions, together with the goodwill of the business symbolized by the trademark rights related to the Mark, and the right to file and own trademark applications and registrations therefor, including all damages and profits, due or accrued, arising out of past infringements of said trademark rights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.
- 2. Cooperation and Recordation. Assignor hereby agrees to cooperate with Assignee as reasonably necessary to give full effect to and perfect the rights of Assignee in the Mark and Registration, and Assignor agrees to execute and deliver all documents and to take all such other actions as Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment, including, without limitation, cooperating with Assignee to perfect the transfer of the Mark and Registration hereunder and, if appropriate, to assure that the transfer of the Registration is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office, all at Assignee's sole expense.

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3. Miscellaneous.

- relationship of the Parties hereto with respect to the subject matter hereof, shall be governed by, giving effect to the principles of conflict of laws thereof that would require the application of any other law.
- (b) This Assignment shall be binding upon and inure solely to the benefit of each Party hereto and their respective successors and permitted assigns, and nothing in this Assignment, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Assignment.
- (c) This Assignment may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (d) No amendment of any provision of this Assignment shall be effective, unless the same shall be in writing and signed by Assignor, on the one hand, and Assignee, on the other hand. Any failure of any Party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other Party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any Party to take any action with respect to any breach of this Assignment or default by another Party shall constitute a waiver of such Party's right to enforce any provision hereof or to take any such action.
- (e) In case any term, provision, covenant or restriction contained in this Assignment is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed and delivered as of the Effective Date:

ASSIGNOR:

Anthony D. James d/b/a H2i Solutions

Date:

ASSIGNEE:

Linux Academy, Inc.

Hunter Ferrell

-F77C9CD0A3AA40A... Name: Hunter Ferrell

Chief Financial Officer Title: Date:

> **TRADEMARK** REEL: 006649 FRAME: 0729