

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM526182

<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>
Real Estate Publishers Inc.		12/17/2018	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hondros College Pennsylvania, LLC		
<b>Doing Business As:</b>	Schlicher-Kratz Institute		
<b>Street Address:</b>	4140 Executive Parkway		
<b>City:</b>	Westerville		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43081		
<b>Entity Type:</b>	Limited Liability Company: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2924011	QUINRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6147160511		
<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>	614-716-0500		
<b>Email:</b>	mez@olrblaw.com		
<b>Correspondent Name:</b>	Mary E. Zoldak, Esq.		
<b>Address Line 1:</b>	35 N. 4th St.		
<b>Address Line 4:</b>	Columbus, OHIO 43215		
<b>NAME OF SUBMITTER:</b>	Mary E. Zoldak		
<b>SIGNATURE:</b>	/Mary E. Zoldak/		
<b>DATE SIGNED:</b>	06/04/2019		
<b>Total Attachments: 2</b>			
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OP \$40.00 2924011

## ASSIGNMENT OF FICTITIOUS NAMES AND INTANGIBLE ASSETS

Pursuant to that certain Business Purchase Contract dated as of December 17<sup>th</sup>, 2018, (the "APA") by and among Real Estate Publishers, Inc., a Pennsylvania corporation ("Seller") P. Timothy Quintrell ("Quintrell"), David C. Rodenbough ("Rodenbough") (Quintrell and Rodenbough are collectively referred to as the "Shareholders") and Hondros College Pennsylvania, LLC, a Pennsylvania limited liability company ("Buyer"); for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Shareholders do hereby grant, bargain, sell, transfer and set over unto Buyer, its successors and assigns, all of the Purchased Assets (as defined in Schedule A – Asset List of the APA), including without limitation:

- (a) all Seller's pre-license, post license and continuing education publications, materials, and content, records, logs, ledgers, files, correspondence, and documents (to the extent such information may be furnished without violating any applicable law or regulation);
- (b) all Seller's rights, title and interests in any and all names, fictitious names, copyrights, trade names, license agreements, contracts, any domain names and all website content therein, telephone numbers, service marks, logos, and advertising materials;
- (c) all Seller's rights, title and interests in any and all intellectual property related to the development and distribution of real estate and business education publications, materials, content, and books that are developed and distributed by Seller; and
- (d) the goodwill, if any, of Seller and Seller's business including goodwill in fictitious names, trade names, corporate names, trademarks, trade dress, logos and service marks of Seller related to the Seller's business; and

Seller and Shareholders do hereby represent and warrant to Buyer, its successors and assigns, that the Purchased Assets are free and clear of all liens and encumbrances of any kind, and the Purchased Assets are being transferred by Seller and Shareholders to Buyer.

Seller, Shareholders and Buyer hereby covenant and agree to execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such other and further acts, assignments, transfers, assurances and instruments as Buyer may reasonably request to assign and transfer the Purchased Assets to Buyer, to assure to Buyer the continued possession, control and enjoyment of the Purchased Assets.

Nothing contained herein, express or implied, shall be construed, nor is intended, to confer upon any person, firm or entity other than the parties and their respective successors and assigns, any remedy or claim under or by reason of this Agreement or any term, covenant and condition thereof, and such terms, covenants and conditions shall be for the exclusive benefit of Buyer, its successors and assigns, and Seller, its successors and assigns.

This Assignment of Fictitious Names and Intangible Property is made pursuant to, and is subject in all respects to, the APA, including, without limitation, the representations, warranties, indemnities, limitations and other terms and conditions thereof. In the event of any contradiction between this instrument and the APA, the APA shall govern and control.

This instrument shall be construed and governed in accordance with the internal laws of the State of Pennsylvania, without regard to its conflict of laws principles.

This Assignment of Fictitious Names and Intangible Assets Agreement may be executed in separate counterparts, each of which shall be deemed an original but all of such counterparts, together, shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, Seller and Buyer, acting by and through their duly authorized representatives, and Shareholders have duly executed this Assignment of Fictitious Names and Intangible Assets Agreement, this 17<sup>th</sup> day of December 2018.

**SELLER:**

Real Estate Publishers, Inc., a Pennsylvania corporation

By: David C. Rodenbough  
Its: President  
Name: President

**BUYER:**

Hondros College Pennsylvania, LLC, a Pennsylvania limited liability company

By: Linda Hondros  
John G. Hondros, Manager  
Linda

**SHAREHOLDERS**

P. Timothy Quintrell  
P. Timothy Quintrell

David C. Rodenbough  
David C. Rodenbough