

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537244

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|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Workplace Answers LLC | | 03/27/2019 | Limited Liability Company: NEW JERSEY |
| RECEIVING PARTY DATA | | | |
| Name: | Everfi, Inc. | | |
| Street Address: | 3299 K Street NW | | |
| Internal Address: | 4th Floor | | |
| City: | Washington | | |
| State/Country: | D.C. | | |
| Postal Code: | 20007 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87151625 | PRIVACY ANSWERS | |
| Registration Number: | 4650730 | STUDENT EMPOWER | |
| Registration Number: | 4721555 | CAMPUS ANSWERS | |
| 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: | 6179994681 | | |
| Email: | tdunn@culhanemeadows.com | | |
| Correspondent Name: | Thomas F. Dunn | | |
| Address Line 1: | 60 State Street | | |
| Address Line 2: | Culhane Meadows PLLC, Suite 700 | | |
| Address Line 4: | Boston, MASSACHUSETTS 02109 | | |
| NAME OF SUBMITTER: | Thomas F. Dunn | | |
| SIGNATURE: | /Thomas F. Dunn/ | | |
| DATE SIGNED: | 08/19/2019 | | |
| Total Attachments: 3 | | | |
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of March 27, 2019, is made by Workplace Answers LLC, a New Jersey limited liability company, located at Suite 250 4030 W. Braker Lane, Austin, Texas 78759 ("**Assignor**"), in favor of Everfi, Inc., a Delaware corporation, located at 3299 K Street NW, 4th Floor, Washington, District of Columbia 20007 ("**Assignee**"), the purchaser of certain assets of Assignor pursuant to the Asset Purchase Agreement between Assignee and Assignor dated as of April 20, 2017 (the "**APA**").

WHEREAS, under the terms of the APA, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, Assignor agrees 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:

(a) the trademarks set forth on Schedule 1 hereto (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark application set forth on Schedule 1 hereto, the transfer of such application accompanies, pursuant to the APA, the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

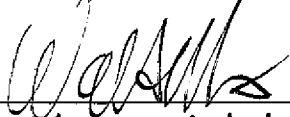
(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and

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

WORKPLACE ANSWERS LLC

By 

Name: Walter W Leach

Title: General Counsel

SCHEDULE 1

ASSIGNED TRADEMARK

| Mark | Jurisdiction | ITU Status | Ser. No. | Filing Date | Reg. No. | Reg. Date |
|-----------------|---------------------|-------------------------------|-----------------|--------------------|-----------------|------------------|
| PRIVACY ANSWERS | U.S | Allowed on September 26, 2017 | 87151625 | 04/26/2016 | N/A | N/A |
| STUDENT EMPOWER | U.S. | N/A | 86306148 | June 11, 2014 | 4650730 | December 2, 2014 |
| CAMPUS ANSWERS | U.S. | N/A | 86275181 | May 8, 2014 | 4721555 | April 14, 2015 |