

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557637

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bob Hogue School of Real Estate, Inc.		01/14/2020	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	DF Institute, LLC		
Street Address:	332 Front Street S		
City:	La Crosse		
State/Country:	WISCONSIN		
Postal Code:	54601		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5405514	BOB HOGUE SCHOOL OF REAL ESTATE BOB HOGU	
CORRESPONDENCE DATA			
Fax Number:	8884522728		
<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:	312.385.1246		
Email:	apomonis@kaplan.edu		
Correspondent Name:	Ashley Pomonis		
Address Line 1:	550 West Van Buren St.		
Address Line 2:	Suite 600		
Address Line 4:	Chicago, ILLINOIS 60607		
NAME OF SUBMITTER:	Ashley Pomonis		
SIGNATURE:	/Ashley Pomonis/		
DATE SIGNED:	01/15/2020		
Total Attachments: 5			
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OP \$40.00 5405514

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of January 14, 2020 (the "Effective Date"), is by and between Bob Hogue School of Real Estate, Inc., a Florida corporation (the "Assignor"), and DF Institute, LLC, an Illinois limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor, Assignee and Robert L. Hogue have entered into an Asset Purchase Agreement (the "Purchase Agreement"), dated as of even date herewith, pursuant to which Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain Intellectual Property of Assignor, and has agreed to execute and deliver this Assignment. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the transactions contemplated by the Purchase Agreement and in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in the Intellectual Property included in the Acquired Assets, including but not limited to the following (collectively, the "Assigned IP");

a. all Trademarks, whether registered, unregistered or arising by an applicable law of any jurisdiction throughout the world, including those set forth on Schedule A, and all registrations and applications for registration of such Trademarks, and all issuances, extensions and renewals thereof together with all common law rights associated with the Trademarks and the goodwill of the business connected with the use of, and symbolized by the Trademarks;

b. the domain registrations set forth on Schedule B, together with all goodwill of the business connected with or symbolized by the Domain Names, in all countries of the world including the United States of America, its territories and possessions;

c. the Copyrights set forth on Schedule C, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world and all registrations and applications for registration of such copyrights and all issuances, extensions and renewals thereof, all moral rights, and related proprietary rights, interests and protections, however arising, pursuant to any such law;

d. all Software and other intellectual property set forth on Schedule D;

e. all goodwill and other rights of any kind whatsoever of Assignor accruing under the Assigned IP provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

f. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Assigned IP; and

g. any and all claims and causes of action with respect to any of the Assigned IP, whether accruing before, on and/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. Further Assurances. The Assignor will, promptly upon Assignee's request and for no additional consideration, execute and deliver any and all additional documents and take such actions that are reasonably necessary to further effect and perfect the transfer of rights and assumption of liabilities and obligations set forth herein. Without limiting the foregoing, the Assignor agrees to, on the Effective Date or, if not practicable to do so on the Effective Date, as soon thereafter as practicable take any actions necessary, including the execution, acknowledgement and delivery of any necessary (i) Domain Names transfer documents reasonably requested by Assignee, to change the administrative contact and the technical contact for the Domain Names included in the Assigned IP to that of Assignee (or its designee), and otherwise effect the conveyance and assignment of the Domain Names to Assignee; or (ii) Trademark transfer documents reasonably requested by Assignee, to be filed with the Patent and Trademark Office, Florida Division of Corporations or similar organization for the Trademarks included in the Assigned IP to that of Assignee (or its designee), and otherwise effect the conveyance and assignment of the Trademarks to Assignee.

3. Terms of the Purchase Agreement. The parties acknowledge and agree that this 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 provisions 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 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 Assignment shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

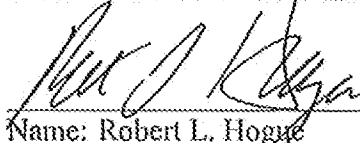
6. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile or other means of electronic transmission (i.e., PDF) shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Intellectual Property Assignment as of the Effective Date.

BOB HOGUE SCHOOL OF REAL ESTATE, INC.

By:


Name: Robert L. Hogue
Title: President

DF INSTITUTE, LLC

By:

Name: Andrew Temte
Title: Chief Executive Officer, Kaplan Professional

[Signature page to IP Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Intellectual Property Assignment as of the Effective Date.

BOB HOGUE SCHOOL OF REAL ESTATE, INC.

By: _____

Name: Robert L. Hogue

Title: President

DF INSTITUTE, LLC

By: _____

Name: Andrew Temte

Title: Chief Executive Officer, Kaplan Professional

[Signature page to IP Assignment Agreement]

TRADEMARK
REEL: 006838 FRAME: 0623

SCHEDULE A

Trademarks

US PATENT AND TRADEMARK OFFICE: TRADEMARK/SERVICE MARK; Reg. No. 5,405,514; Ser. No. 87-477,845, Filed 06/06/2017

- CLASS 16: Printed educational materials in the field of real estate pre- and post licensing and continuing education for real estate professionals.
- CLASS 41: Educational services, namely, conducting classroom, online and correspondence courses and workshops for pre-licensing, post-licensing, and continuing education of real estate agents, brokers, appraisers, and community association managers in the field of real estate and distribution of course and educational materials on connection therewith.
- DESCRIPTION:
 - The mark consists of Design of circular logo containing arched words "Bob Hogue" on the top and "School of Real Estate" on the bottom with upright flaming torch inside circle and the words "Bob Hogue School of Real Estate" below logo.
- FLORIDA TRADEMARK: Registered with the Division of Corporations; Document #: T17000000606; Filed May 22, 2017
 - CLASS TM-00160000
 - CLASS SM-00410000
 - DESCRIPTION: BOB HOGUE & DESIGN OF CIRCULAR LOGO CONTAINING ARCHED WORDS "BOB HOGUE" AT TOP & "SCHOOL OF REAL ESTATE" ON BOTTOM WITH UPRIGHT FLAMING TORCH INSIDE CIRCLE.