

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900524797

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CozyKin, Inc.		11/14/2019	Corporation:

RECEIVING PARTY DATA

Name:	Higher Ground Education Inc.
Street Address:	10 Orchard, Suite 200
City:	Lake Forest
State/Country:	CALIFORNIA
Postal Code:	92630
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	87839280	COZYKIN

CORRESPONDENCE DATA**Fax Number:**

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: 9493391957
Email: legalnotices@tohigherground.com
Correspondent Name: Anne Briard
Address Line 1: 10 Orchard Road
Address Line 2: Suite 200
Address Line 4: Lake Forest, CALIFORNIA 92630

NAME OF SUBMITTER:	Anne E. Briard
SIGNATURE:	/s/ Anne E. Briard
DATE SIGNED:	01/13/2020

Total Attachments: 26

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of November 7, 2019 (the "Effective Date"), by and among Higher Ground Education Inc., a Delaware corporation (the "Buyer"), and CozyKin, Inc., a Delaware corporation ("Seller"). Buyer and Seller are each referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Seller is a developer of a platform that made personal, Montessori childcare accessible by matching families together to share a CozyKin nanny at home (the "Business");

WHEREAS, Seller desires to sell, transfer and assign to the Buyer, and the Buyer desires to purchase from Seller, certain assets of Seller as more fully described herein, while excluding the transfer of any liabilities to Seller other than liabilities expressly assumed pursuant to this Agreement;

WHEREAS, after consummation of the Closing contemplated under this Agreement, Seller will liquidate any remaining assets that are not Purchased Assets (as defined below), and will undertake the winding down of Seller, which shall ultimately include, but shall not be limited to, the distribution of net funds, after payment of fees and costs associated with the liquidation and winding down, to the Sellers's creditors and/or stockholders, which are generated from the sale of the Purchased Assets.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows.

ARTICLE I PURCHASE AND SALE TRANSACTION

1.1 Purchase Price and Deposit. As consideration for the Purchased Assets, the Buyer agrees to pay the aggregate sum of _____ in cash (the "Purchase Price") to Seller. The Purchase Price shall be payable as follows:

(a) On the Effective Date, Buyer shall deliver to Seller the sum of _____ (the "Deposit") in accordance with the wire instructions provided by Seller. The Parties understand and agree that if the transaction contemplated under this Agreement closes, the Deposit shall be credited to the Buyer by applying the same against the Purchase Price

(b) Buyer shall deliver to Seller the remaining balance of the Purchase Price on the Closing Date (as defined below).

(c) If either Party cancels or terminates this Agreement prior to Closing, Seller shall, within three (3) days of such termination, remit the Deposit to the Buyer, and thereafter the Parties shall be released from further liability under this Agreement, except as otherwise provided herein.

1.2 Purchase of Assets. Subject to the terms and conditions set forth herein, Seller hereby agrees to validly and effectively grant, sell, convey, transfer, assign and deliver to the Buyer, free and clear of any and all liens, mortgages, pledges, encumbrances, restrictions on transfer, and charges of every kind ("Encumbrance"), on the terms and subject to the conditions set forth in this Agreement, and on an "As

Is” and “Where Is” basis, the assets of Seller described below (the “**Purchased Assets**”), with no representations or warranties other than those specifically set forth herein, and without any pledges, liens, licenses, rights of possession, security interests, restrictions, encumbrances, charges, title retention, conditional sale or other security arrangements of any nature whatsoever (collectively, “**Encumbrances**”):

- (a) CozyKin.com domain name, trademark, and website, including common misspellings of CozyKin.com;
- (b) All content marketing, blog posts and marketing materials.
- (c) Complete customer database of former or prospective family contacts, including contact details, child birth dates, and neighborhoods of residency (the “**Customer Database**”).
- (d) Family matching methods, processes and heuristics used for the purpose matching families with prospective nannies, including prototypes of the next generation family matching platform.
- (e) Family online hub use for the purpose of onboarding sales prospects, matching families, setting families up for care with checklists, and allowing families to get customer support and follow up care.
- (f) Complete nanny database of former or prospective nanny contacts, including contact details, location, and screening status (the “**Nanny Database**”).
- (g) Nanny training materials, care management standard operating procedures and distributed workforce management internal tools.
- (h) Nanny app in testing that allowed nannies to submit daily care logs digitally, get management support and covered key family childcare details

1.3 Excluded Assets. Anything to the contrary in Section 1.1 notwithstanding, the Purchased Assets shall exclude the following assets of Seller (the “**Excluded Assets**”):

- (a) all cash and cash equivalents and all receivables;
- (b) the Purchase Price and Seller’s other rights under this Agreement;
- (c) Tangible personal property not included in the Purchased Assets;
- (d) all of Seller’s organizing documents, minutes and other records of the proceedings of Seller, all records pertaining to the ownership interests in Seller, and any other record relating to the organization of Seller;
- (e) all records pertaining to Seller’s bank accounts and related records, general ledger, tax returns and related supporting documentation;
- (f) state or federal tax refunds;
- (g) insurance refunds or recoveries
- (h) utility or leasehold security deposits;

1.4 Excluded Liabilities. The Buyer shall not assume or be responsible for any liabilities, obligations or commitments of Seller or any of its affiliates, of any kind or nature, whether known or unknown, asserted or un-asserted, fixed, absolute, or contingent, accrued or un-accrued, matured or un-matured, or otherwise, whether currently existing or hereinafter created, including, by way of example and without limitation, the following liabilities, contracts, commitments and other obligations of Seller (the "Excluded Liabilities"):

- (a) Seller's obligations and any liabilities arising under this Agreement;
- (b) any obligation of Seller for federal, state, local or foreign taxes, including, without limitation, income, payroll, property and sales taxes (including interest and penalties) arising from the operations of Seller;
- (c) any obligation of Seller for expenses incurred in connection with the sale of the Purchased Assets pursuant hereto, including without limitation the fees and expenses of Seller's counsel, independent auditors, financial advisors, and other consultants;
- (d) any liability of Seller arising out of the operations of Seller, including, without limitation any accounts payable of Seller;
- (e) any liability of Seller arising under any pension, profit sharing, 401(k) plan or other employee benefit plan;
- (f) any indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, fixed or unfixed, known or unknown, choate or inchoate, liquidated or unliquidated, secured or unsecured, direct or indirect, matured or unmatured, or absolute, contingent or otherwise, prior to the date hereof;
- (g) any cost, loss, or liability arising out of any dispute, demand, action, claim, controversy, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, summons, investigation, or cause of action with any customer, employee, director, officer, shareholder, or vendor of Seller or any of its affiliates which originated prior to the Closing Date; and
- (h) any other liability of Seller not expressly assumed under Section 1.5.

1.5 Assumed Liabilities. Buyer will assume from the Seller and agree to pay when due, perform, and discharge in accordance with the terms thereof any platform costs identified in Schedule 1.5.

1.6 Investigation of the Business & Closing.

(a) Promptly on the Effective Date, Seller shall deliver, cause to be delivered, or make available to the Buyer all data or information pertaining to the Purchased Assets reasonably requested by the Buyer, including by way of example and without limitation, information regarding filed trademarks or other intellectual property, information regarding any third party intellectual property that cannot be transferred, information necessary to transfer websites and domain names, and information regarding the customer database and nanny database sufficient to confirm the existence and extent of such assets, including completeness with regard to contact information (the "Due Diligence Materials"). Buyer shall have a period of five (5) business days starting on the day the Due Diligence Materials are provided to the Buyer (the "Due Diligence Period") to review relevant information. If Buyer is dissatisfied with the assets for any reason or no reason then Buyer shall have the right to terminate this Agreement upon written notice to the Seller delivered at any time prior to 11:59 p.m. Pacific Standard

Time on the last day of the Due Diligence Period, in which event the Deposit shall be returned to Buyer, this Agreement shall terminate, and the Parties shall have no further liability hereunder (except with respect to any obligations hereunder which expressly survive the termination of this Agreement).

(b) The closing of the transactions contemplated by this Agreement (the "Closing") will take place on the earlier of (i) the date on which Buyer delivers a written notice to Seller that it is waiving the Closing Conditions and electing to close, or (ii) the expiration of the Due Diligence Period, provided that all Closing Conditions have been satisfied ("Closing Date").

1.8 Deliveries at Closing. At the Closing, (i) Seller will deliver to the Buyer the various certificates, instruments, and documents referred to in Section 4.1 below, (ii) the Buyer will deliver to Seller the various agreements, instruments, certificates and other documents, and do, or cause to be done, all of the things respectively required of each Party referred to in Section 4.2 below, (iii) Seller and the Buyer will each execute and deliver a Bill of Sale, in the form attached hereto as Exhibit A, (the "Bill of Sale") and Intellectual Property Assignment, in the form attached hereto as Exhibit B (the "Intellectual Property Assignment"), and (iv) title to the Purchased Assets will pass to the Buyer and Seller will make available to Buyer all of the Purchased Assets.

1.9 Allocation of the Purchase Price Among the Purchased Assets. Within sixty (60) days following the Closing Date, the Buyer will deliver to the Seller a written allocation of the deemed sales price of the Purchased Assets among the Purchased Assets (the "Purchase Price Allocation") for all purposes (including tax and financial accounting). For all tax purposes, Buyer and Seller agree to report the transactions contemplated in this Agreement in a manner consistent with the Purchase Price Allocation, and Buyer and Seller shall not voluntarily take any action inconsistent with the Purchase Price Allocation or take a position inconsistent therewith in any tax return, refund claim, litigation or otherwise, unless otherwise required pursuant to a taxing authority. Buyer agrees to promptly pay all sales, transfer, use or other taxes, duties, claims or charges imposed on and/or related to the sale of the Purchased Assets to Seller under this Agreement by any tax authority or other governmental agency and to defend, indemnify and hold Seller harmless from and against any such taxes, duties, claims, or charges for payment thereof by any tax authority or other governmental agency.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to the Buyer as follows, and acknowledges and confirms that the Buyer is relying upon such representations and warranties in connection with the execution, delivery and performance of this Agreement.

2.1 Organization. The Seller has complied with its corporate charter and Plan of Liquidation. The Seller has all requisite corporate power and authority to sell the assets.

2.2 Authorization of Transaction. The execution and delivery of this Agreement and the other Transaction Documents to which Seller is a party and the consummation by Seller of the transactions contemplated hereby or thereby are duly authorized by the Plan of Liquidation which was approved by a majority of stockholders.

2.3 Binding Effect. This Agreement has been duly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency and similar laws of general application relating to or affecting the enforcement of rights of creditors.

2.4 No Breach. The execution, delivery and performance of this Agreement and the other Transaction Documents to which Seller is a party, and the consummation of the transactions contemplated hereby and thereby by Seller and the performance by Seller hereunder and thereunder do not and will not (i) violate or conflict with Seller's charter or Plan of Liquidation, or (ii) require any consent from, filing with, or the giving of any notice to, any Governmental Authority or other Person.

2.5 Title to Assets and Liens. Seller has good and marketable title to all of the Purchased Assets, free and clear of all Liens. Assets are sold As Is, Where Is.

(a) AS-IS SALE; DISCLAIMERS; RELEASE. IT IS UNDERSTOOD AND AGREED THAT, UNLESS EXPRESSLY STATED HEREIN, SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PURCHASED ASSETS, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(b) BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PURCHASED ASSETS "AS IS, WHERE IS, WITH ALL FAULTS." BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PURCHASED ASSETS OR RELATING THERETO MADE OR FURNISHED BY SELLER OR ITS REPRESENTATIVES, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, EXCEPT AS EXPRESSLY STATED HEREIN. BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PURCHASED ASSETS ARE BEING SOLD "AS IS, WHERE IS, WITH ALL FAULTS."

(c) BUYER ACKNOWLEDGES TO SELLER THAT BUYER WILL HAVE THE OPPORTUNITY TO CONDUCT PRIOR TO CLOSING SUCH INSPECTIONS AND INVESTIGATIONS OF THE PURCHASED ASSETS AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE PURCHASED ASSETS AND ITS ACQUISITION THEREOF. BUYER FURTHER WARRANTS AND REPRESENTS TO SELLER THAT BUYER WILL RELY SOLELY ON ITS OWN REVIEW AND OTHER INSPECTIONS AND INVESTIGATIONS IN THIS TRANSACTION AND NOT UPON THE INFORMATION PROVIDED BY OR ON BEHALF OF SELLER, OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES WITH RESPECT THERETO. BUYER HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS INCLUDING, BUT NOT LIMITED TO, LATENT OR PATENT DEFECTS, ADVERSE PHYSICAL OR OTHER ADVERSE MATTERS, MAY NOT HAVE BEEN REVEALED BY BUYER'S REVIEW AND INSPECTIONS AND INVESTIGATIONS.

2.6 Intellectual Property. Schedule 2.6 lists all (i) intellectual property registrations (the "Intellectual Property Registrations") and (ii) intellectual property assets, including software, that are not registered but that constitute any portion of the Purchased Assets (the "Intellectual Property Assets"). All required filings and fees related to Intellectual Property Registrations have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars, and all Intellectual Property Registrations are otherwise in good standing. Seller is the sole and exclusive legal and beneficial, and with respect to the Intellectual Property Assets, and has a valid right to use all other intellectual property used in or necessary for the conduct of the business as it was most recently conducted by the Seller, in each case, free and clear of Encumbrances. No Claim is pending or, to Seller's

Knowledge, threatened that challenges the validity, enforceability, ownership, or right to use, or sell any Intellectual Property Assets or Intellectual Property Registrations.

2.7 Litigation. To Seller's Knowledge there is no action, suit, proceeding or investigation pending or threatened against Seller.

2.8 Accuracy of Data. All data pertaining to customers or nannies which has or shall be delivered to Buyer in accordance with this Agreement is full, complete, and accurate, to Seller's knowledge.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to Seller as follows and acknowledges and confirms that Seller is relying upon such representations and warranties in connection with the execution, delivery and performance of this Agreement, notwithstanding any investigation that may have been made by Seller or on its behalf.

3.1 Authorization of Transaction. Buyer has full corporate power and authority to execute and deliver this Agreement and each of the other Transaction Documents, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby.

3.2 Binding Effect. This Agreement has been duly executed and delivered by the Buyer and constitutes the legal, valid and binding obligation of the Buyer, enforceable against it in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency and similar laws of general application relating to or affecting the enforcement of rights of creditors.

3.3 No Brokers. No broker, investment banker, agent, finder or other intermediary acting on behalf of Buyer or under the authority of Buyer is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly in connection with this Agreement.

3.4 Litigation. To the Buyer's knowledge, there is no litigation, suit, action, arbitration, inquiry, investigation or proceeding pending or threatened, before any court, agency or other governmental body against Buyer (or any corporation or entity affiliated with Buyer) which seeks to enjoin or prohibit or otherwise prevent the transactions contemplated hereby.

ARTICLE IV CLOSING AND CONDITIONS OF CLOSING

4.1 Conditions of Obligations of the Buyer. The obligations of the Buyer to consummate the sale and purchase under this Agreement are subject to the satisfaction of the following conditions, each of which may be waived by the Buyer, in its sole discretion (the "Closing Conditions").

(a) Bill of Sale. Seller shall have executed and delivered to the Buyer the Bill of Sale, in the form attached hereto as Exhibit A.

(b) Intellectual Property Assignment. Seller shall have executed and delivered to the Buyer the Intellectual Property Assignment, in the form attached hereto as Exhibit B.

(c) Seller shall have executed and delivered any other documents or agreements, provided any information and data, and taken any other actions necessary to consummate the transactions contemplated hereby and the transfer of the Purchased Assets.

(d) Authorization. Seller shall have delivered to the Buyer a certificate dated as of the Closing Date and signed by Seller's Secretary certifying and attaching copies of resolutions adopted by Seller's board of directors and stockholders authorizing the execution, delivery and performance of this Agreement and the transactions contemplated hereby. Buyer shall have received authorization from its board of directors authorizing the execution, delivery and performance of this Agreement and the transactions contemplated hereby.

(e) Due Diligence. Buyer shall be satisfied, in its discretion, with its review of the Due Diligence Materials.

(f) Representations and Warranties. The representations and warranties of Seller contained in this Agreement that are qualified as to materiality shall be true and correct and the representations and warranties of Seller contained herein that are not so qualified shall be true and correct in all material respects, in each case as of the Closing Date.

(g) No action shall have been commenced against Buyer or Seller which would prevent the Closing. No injunction or restraining order shall have been issued by any governmental authority, and be in effect, which restrains or prohibits any transaction contemplated hereby.

4.2 Conditions of Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions, each of which may be waived by Seller:

(a) Bill of Sale. The Buyer shall have executed and delivered to Seller the Bill of Sale in the form attached hereto as Exhibit A.

(b) Purchase Price. The Buyer shall have delivered to Seller the Purchase Price.

(c) Representations and Warranties. The representations and warranties of Buyer contained in this Agreement that are qualified as to materiality shall be true and correct and the representations and warranties of Buyer contained herein that are not so qualified shall be true and correct in all material respects, in each case as of the Closing Date.

ARTICLE V CERTAIN POST CLOSING MATTERS

5.1 Execution of Further Documents and Actions. From time to time, as and when requested by either Party, the other Party shall execute and deliver, or cause to be executed and delivered, any and all such documents, assignments, agreements, applications, and instruments ("**Post-Closing Documents**") and shall take, or cause to be taken, any and all such further actions as may reasonably be necessary or desirable to (a) carry out the intent and purposes of this Agreement, (b) consummate the other transactions contemplated hereby, (c) do all other things reasonably necessary or desirable to vest, assign, perfect or confirm title to such Purchased Assets in Buyer, each in the most expeditious manner practicable. Seller will not take any action after Closing which could impair the Buyer's title to the Purchased Assets. Any out-of-pocket costs associated with taking any actions required by this Section 5.1 shall be paid by the Buyer. If Seller shall refuse the reasonable request of Buyer to execute and deliver any Post-Closing Documents and to obtain the Third-Party Consents within 30 days of the request, Seller hereby grants and

appoints Buyer as Seller's true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for Seller, for the sole purpose of signing on Seller's behalf any and all Post-Closing Documents, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to accomplish the above, as fully as to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, and may lawfully do or cause to be done by virtue hereof. This Power of Attorney shall continue effective until twelve months from the Closing Date. The Parties will cooperate with each other in the defense or settlement of any action involving the Purchased Assets for which it has responsibility by providing the other party and such other party's legal counsel and other Persons reasonable access to the employees, records, documents, data and other information regarding the Purchased Assets.

5.2 Patent and Trademark Filings. Seller shall assist the Buyer in filing with the U.S. Patent and Trademark Office the assignment to the Buyer of all registered Intellectual Property, and any Intellectual Property for which an application for registration is pending, that is included in the Purchased Assets. The out-of-pocket costs of making such filings (including any associated legal fees), shall be paid by the Buyer.

5.3 Transfer of Domain Names. Seller shall assist the Buyer with the transfer to the Buyer of the ownership registrations of all of the domain names purchased hereunder. The out-of-pocket costs associated with making such transfer shall be paid by Buyer.

5.4 No Indemnification by Seller. Seller is selling to Buyer the Purchased Assets "as is" and "where is", with no representations or warranties as to merchantability, fitness or usability or in any other regard (except for the limited representations and warranties specifically set forth herein) and does not agree to defend, indemnify or hold harmless Buyer, any parent, subsidiary or affiliate of Buyer or any director, officer, employee, stockholder, agent or attorney of Buyer or of any parent, subsidiary or affiliate of Buyer from and against and in respect of any loss which arises out of or results from the transaction described herein.

5.5 Non-Competition and Non-Solicitation. For a period of three (3) years from and after the Closing, Seller shall not:

(a) engage or participate in, directly or indirectly, any business or activity anywhere in the world involving or relating to the design, development, manufacture, commercialization, marketing, sale, offer for sale or distribution, directly or indirectly, of any Purchased Assets, including the development, filing, or acquisition of any Intellectual Property that is intended to be used in connection with, or that cannot be used except in connection with, the Business (each a "Prohibited Activity") or otherwise direct, manage, advise, assist, consult with, invest in, lend money to or have any other financial interest in, directly or indirectly, any Person that engages or participates in, directly or indirectly, any Prohibited Activity;

(b) solicit, induce or attempt to solicit or induce any customer of Buyer or any of its affiliates to terminate or change its relationship with Buyer or any of its affiliates or to divert any business from, or reduce the amount of products or services sold by, Buyer or any of its affiliates with respect to the Business as operated by Buyer or its affiliates following the Closing; or

(c) recruit, solicit, offer employment to, employ or engage as a consultant or otherwise, (x) any Person who provides services to the Business (as it is conducted by Buyer or its affiliates after the Closing), or (y) any Person who provided services to the Business at any time during the previous twelve (12) months.]

**ARTICLE VI
MISCELLANEOUS**

6.1 Expenses. Each Party shall pay its own expenses in connection with the negotiation, execution, delivery and performance of this Agreement.

6.2 Entire Agreement. This Agreement, which includes the Schedules and Exhibits hereto, the Transaction Documents, and the other documents, agreements and instruments executed and delivered pursuant to or in connection with this Agreement, contains the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior arrangements or understandings with respect thereto. For all purposes of this Agreement, all references to this Agreement shall be deemed to include the documents, agreements and instruments executed and delivered by Seller pursuant to or in connection with this Agreement, unless the context clearly requires otherwise.

6.3 Descriptive Headings. The descriptive headings of this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

6.4 Notices. All notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered personally or sent by overnight courier service, registered or certified mail, postage prepaid, facsimile or email (in portable document format) addressed as follows:

If to the Buyer, to it at:

Higher Ground Education Inc.
10 Orchard
Suite 200
Lake Forest, CA 92630
Attn: Rebecca Gim, General Counsel
Email: legalnotices@tohigherground.com

If to Seller, to it at:

CozyKin, Inc.
c/o KallanderGroup, Inc.
282 Central Street, Unit 9
barry@kallandergroup.com
Fax: 646-219-3304

Any Party may by notice change the address to which notices or other communications to it are to be delivered or mailed. All notices and other communications given to any party hereto in accordance with the provisions of Agreement shall be deemed to have been given (i) in the case of notices and other communications delivered by hand or overnight courier service, upon actual receipt thereof, (ii) in the case of notices and other communications delivered by certified or registered mail, upon the earlier of actual delivery and the third business day after the date deposited in the U.S. mail with postage prepaid and properly addressed, (iii) in the case of notices and other communications delivered by facsimile, upon receipt by the sender of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the recipient's facsimile number, and (iv) in the case of notices and other communications delivered by email, at the end of the business day on which the email transmission is completed, provided that if a notice or other communication would be deemed to have been given in accordance with the foregoing at any time other than during the recipient's normal business hours on a business day for such recipient, such notice or other communication shall be deemed given on the next succeeding business day for such recipient.

6.5 Governing Law. This Agreement (including any claim or controversy arising out of or relating to this Agreement) shall be governed by the law of the State of Delaware without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

6.6 Jurisdiction and Venue. Each of the Parties knowingly and voluntarily accepts personal jurisdiction and venue within Delaware and waives any right to object to jurisdiction or venue within Delaware on any ground, including grounds of convenience of this forum. Any action to enforce the terms of this Agreement or to declare rights under this Agreement shall be brought exclusively in the Delaware Court of Chancery, or if such court lacks jurisdiction, any other state or federal court located in Delaware.

6.7 Construction. For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders. The Parties have participated jointly in the negotiation of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

6.8 Survival of Representations and Warranties. All of the representations and warranties of Seller contained in this Agreement and the Transaction Documents shall survive the Closing for a period of one (1) year after the Closing.

6.9 Assignability. This Agreement shall not be assignable otherwise than by operation of law by either Party without the prior written consent of the other Party, and any purported assignment by any Party without the prior written consent of the other Party shall be void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

6.10 Waivers and Amendments. Any waiver of any term or condition, or any amendment or supplementation, of this Agreement shall be effective only if in writing signed by the Seller and Buyer. A waiver of any breach of any of the terms or conditions of this Agreement shall not in any way be construed as a waiver of any subsequent breach.

6.11 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties hereto agree that the court making such determination shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term.

6.12 Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement which shall be binding on all the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart. Further, executed copies of this

Agreement delivered by facsimile or email transmission shall be deemed an original signed copy of this Agreement.

6.13 Parties in Interest. This Agreement will be binding upon and inure solely to the benefit of each Party hereto and their successors and assigns, and nothing in this Agreement, 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 Agreement.

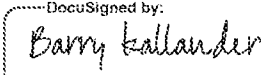
6.14 WAIVER OF JURY TRIAL. THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[signatures on next page]

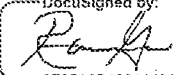
SIGNATURE PAGE FOR ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date first above written.

CozyKin, Inc.

DocuSigned by:

By: 3F41C8C20C69406
Barry Kallander, President

Higher Ground Education Inc.

DocuSigned by:

By: 5F05A6B1284449A
Ramandeep Girm, President & CEO

SCHEDULES

Schedule 1.5 Assumed Liabilities

Vendor / Service	Cost	Status	Description
New & Old AirTable	\$125/month in Nov, then \$25/month thereafter	Running	Family and Nanny Database
Zendesk Sell	\$25/Month	Paused & Exported	CRM
Zappier	\$50/Month	Paused & Exported	Process Automation Software for
GDrive & Emails	\$450/Month in Nov, then \$100/month thereafter	Running	Data Storage
Slack	\$250/Month in Nov, Followed by \$50/month thereafter	Running	Communication Records
Website/Strikingly	\$200/year	Running	CozyKin Website and Blogs
Google Domains	\$120/Year	Running	CozyKin Website
Mailchimp	\$15/Month	Paused & Exported	Content Marketing
Heroku	\$500/Month	Running	Server / Hosting / Code Base / Etc.
Helpscont	\$35/Month	Paused & Exported	Customer Service / FAQ Database

Schedule 2.6 Intellectual Property

Intellectual Property Registrations

- Trademark: COZYKIN, Serial Number 87-839,280, Publication Date 2/19/19
- Domain Names (Registered at Google Domains – Username and Password available on request):
 - cosykin.com 8/10/20
 - cosykins.com 8/10/20
 - cozykim.com 12/3/19
 - cozykin.com 8/10/20
 - kozykin.com 8/29/20
 - kozykins.com 2/16/20

Intellectual Property Assets

I. Software

- a. Family online hub that onboarded sales prospects, matched families, set families up for care with checklists, and allowed families to get customer support and follow care.
- b. Nanny app in testing that allowed nannies to submit daily care logs digitally, get HQ support and covered key family childcare details

EXHIBIT A

BILL OF SALE

This BILL OF SALE (the "*Bill of Sale*"), dated as of the _____ day of November ____ 2019, is made and delivered by COZYKIN, INC., a Delaware corporation (the "*Seller*"), to HIGHER GROUND EDUCATION INC., a Delaware corporation (the "*Buyer*"), pursuant to, and subject to the terms of, the Asset Purchase Agreement dated as of the _____ day of November _____ 2019, by and among Seller and Buyer (the "*Asset Purchase Agreement*"). The terms of the Asset Purchase Agreement are incorporated herein by reference and capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Asset Purchase Agreement.

WHEREAS, the Buyer and Seller have agreed that Seller shall sell to the Buyer and Buyer shall purchase from the Seller, certain assets from Seller on the terms and conditions set forth in the Asset Purchase Agreement.

NOW, THEREFORE, subject to and in accordance with the terms and conditions of the Asset Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Buyer hereby each agree as follows:

Seller hereby irrevocably and unconditionally validly and effectively grants, sells, conveys, transfers, assigns and deliver to the Buyer, As Is and Where Is, the Purchased Assets, which shall expressly exclude the Excluded Assets and the Excluded Liabilities.

All of the terms and provisions of this Bill of Sale shall be binding upon the Seller and its successors and assigns, and shall inure to the benefit of the Buyer and its successors and assigns.

Nothing in this Bill of Sale shall limit, expand or otherwise affect any of the representations, warranties or covenants contained in the Asset Purchase Agreement. To the extent any term or provision herein is inconsistent with the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall control.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Bill of Sale as of the date first set forth above.

COZYKIN, INC.

HIGHER GROUND EDUCATION INC.

By: _____
Barry Kallander, President

By: _____
Ramandeep Girm, President & CEO

EXHIBIT B

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement") is entered into as of November ____, 2019 (the "Effective Date"), by CozyKin, Inc., a Delaware corporation (the "Assignor"), in favor of Higher Ground Education Inc., a Delaware corporation (the "Assignee"). All capitalized terms used herein that are not otherwise defined herein shall have the same meaning as in that certain Asset Purchase Agreement dated as of the ____ day of November _____ 2019, by and among Seller and Buyer (the "*Asset Purchase Agreement*").

WITNESSETH:

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignee will purchase the Purchased Assets and assume the Assumed Liabilities, all as more particularly described in the Asset Purchase Agreement.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Agreement, for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Assignment.

I. Assignment of Intellectual Property.

a. The Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers, free and clear of all encumbrances, to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of the Assignor's right, title and worldwide interest in, to and under the Intellectual Property, including without limitation (a) all of the goodwill associated or connected with the use thereof, (b) all related registrations obtained by Assignor, (c) the right to file any document to maintain the Intellectual Property and any associated registrations, (d) the right to file applications for registration of the Intellectual Property worldwide, and (e) the right to sue, and to institute and defend legal and equitable proceedings, for past, present and future infringement, dilution or other violation of the Intellectual Property and collect and retain all damages, settlements and proceeds recovered therefrom; and all rights corresponding with any of the foregoing throughout the world (collectively, the "Assigned Intellectual Property").

b. Further Assurances. The Assignor shall, upon the reasonable request of the Assignee, provide to the Assignee all such reasonable cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or any other documentation) to fully and effectively effectuate the purposes of this Agreement, including with respect to the following: (i) the

preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (ii) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including testifying as to any facts relating to the Assigned Intellectual Property and this Agreement; and (iii) obtaining any patent, copyright or trademark protection relating to rights assigned herein that the Assignee may deem appropriate that may be secured under any laws or regulation now or hereafter in effect in the United States or in any other country. In the event a party is unable, after reasonable effort, to secure the other party's signature as contemplated hereby, the non-cooperating party hereby irrevocably designates and appoints the requesting party and its duly authorized officers and agents as the non-cooperating party's agent and attorney-in-fact, to act for and on its behalf with the same legal force and effect as if executed by the non-cooperating party. The Assignor authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office and any other governmental officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by the Assignee.

2. Confidentiality. From and after the Effective Date, Assignor shall, and shall cause its respective employees, agents, affiliates and representatives ("Representatives") to, maintain in confidence, and not use to the detriment of the Assignee, any written, oral or other information relating to the Intellectual Property, except that the foregoing requirements of this Section 2 shall not apply to the extent that (i) any such information is or becomes generally available to the public other than as a result of disclosure by the Assignor, its affiliates or any of their respective Representatives, (ii) any such information is required by applicable law or a governmental authority to be disclosed, after prior notice has been given to the Assignee, (iii) any such information is required to be disclosed by any court or governmental authority of competent jurisdiction, or (iv) any such information was or becomes available to the Assignor on a non-confidential basis and from a source (other than a party to this Agreement or any affiliate or Representative of such party) that is not bound by a confidentiality agreement. This obligation is intended to continue indefinitely

3. General Provisions.

a. Terms of Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including (a) the Assignor's representations, warranties, covenants, agreements and indemnities relating to the Assigned Intellectual Property, (b) governing law and jurisdiction, (c) waiver of jury trial, and (d) interpretation and good faith are incorporated herein by this reference. The Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded, enlarged or modified 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

b. Modification. This Agreement may not be amended, supplemented or otherwise modified except by a written agreement executed by all the parties herein.

c. Execution of Agreement. This Agreement may be executed in any number of counterparts, and by any party on separate counterparts, each of which as so executed and delivered shall be deemed to be an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement as to any party hereto to produce or account for more than one such counterpart executed and delivered by such party. Counterparts may be executed either in original, faxed or digital transmission form and the parties adopt any signatures received by a receiving fax machine or computer as original signatures of the parties

d. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

e. Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect.

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

[Remainder of Page Intentionally Left Blank; Signatures on following pages.]

IN WITNESS WHEREOF, the Assignor and the Assignee have entered into this Intellectual Property Assignment Agreement as of the date set forth above.

ASSIGNEE:

HIGHER GROUND EDUCATION INC.

ASSIGNOR:

COZYKIN, INC.

By:

Name: Ramandeep Girm
Title: President & CEO

By:

Name: Barry Kallander
Title: President

BILL OF SALE

This BILL OF SALE (the “*Bill of Sale*”), dated as of the 14th day of November 2019, is made and delivered by COZYKIN, INC., a Delaware corporation (the “*Seller*”), to HIGHER GROUND EDUCATION INC., a Delaware corporation (the “*Buyer*”), pursuant to, and subject to the terms of, the Asset Purchase Agreement dated as of the 7th day of November 2019, by and among Seller and Buyer (the “*Asset Purchase Agreement*”). The terms of the Asset Purchase Agreement are incorporated herein by reference and capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Asset Purchase Agreement.

WHEREAS, the Buyer and Seller have agreed that Seller shall sell to the Buyer and Buyer shall purchase from the Seller, certain assets from Seller on the terms and conditions set forth in the Asset Purchase Agreement.

NOW, THEREFORE, subject to and in accordance with the terms and conditions of the Asset Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Buyer hereby each agree as follows:

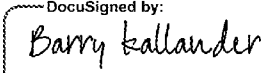
Seller hereby irrevocably and unconditionally validly and effectively grants, sells, conveys, transfers, assigns and deliver to the Buyer, As Is and Where Is, the Purchased Assets, which shall expressly exclude the Excluded Assets and the Excluded Liabilities.

All of the terms and provisions of this Bill of Sale shall be binding upon the Seller and its successors and assigns, and shall inure to the benefit of the Buyer and its successors and assigns.

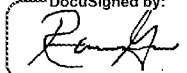
Nothing in this Bill of Sale shall limit, expand or otherwise affect any of the representations, warranties or covenants contained in the Asset Purchase Agreement. To the extent any term or provision herein is inconsistent with the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall control.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Bill of Sale as of the date first set forth above.

COZYKIN, INC.

By: 
Barry Kallander, President

HIGHER GROUND EDUCATION INC.

By: 
Ramandeep Girm, President and CEO

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Agreement”) is entered into as of November 14th, 2019 (the “Effective Date”), by CozyKin, Inc., a Delaware corporation (the “Assignor”), in favor of Higher Ground Education Inc., a Delaware corporation (the “Assignee”). All capitalized terms used herein that are not otherwise defined herein shall have the same meaning as in that certain Asset Purchase Agreement dated as of the 7th day of November 2019, by and among Seller and Buyer (the “*Asset Purchase Agreement*”).

WITNESSETH:

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignee will purchase the Purchased Assets and assume the Assumed Liabilities, all as more particularly described in the Asset Purchase Agreement.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Agreement, for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Assignment.

1.1. Assignment of Intellectual Property. The Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers, free and clear of all encumbrances, to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of the Assignor’s right, title and worldwide interest in, to and under the Intellectual Property, including without limitation (a) all of the goodwill associated or connected with the use thereof, (b) all related registrations obtained by Assignor, (c) the right to file any document to maintain the Intellectual Property and any associated registrations, (d) the right to file applications for registration of the Intellectual Property worldwide, and (e) the right to sue, and to institute and defend legal and equitable proceedings, for past, present and future infringement, dilution or other violation of the Intellectual Property and collect and retain all damages, settlements and proceeds recovered therefrom; and all rights corresponding with any of the foregoing throughout the world (collectively, the “Assigned Intellectual Property”).

1.2. Further Assurances. The Assignor shall, upon the reasonable request of the Assignee, provide to the Assignee all such reasonable cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or any other documentation) to fully and effectively effectuate the purposes of this Agreement, including with respect to the following: (i) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (ii) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including testifying as to any facts relating to the Assigned Intellectual Property

and this Agreement; and (iii) obtaining any patent, copyright or trademark protection relating to rights assigned herein that the Assignee may deem appropriate that may be secured under any laws or regulation now or hereafter in effect in the United States or in any other country. In the event a party is unable, after reasonable effort, to secure the other party's signature as contemplated hereby, the non-cooperating party hereby irrevocably designates and appoints the requesting party and its duly authorized officers and agents as the non-cooperating party's agent and attorney-in-fact, to act for and on its behalf with the same legal force and effect as if executed by the non-cooperating party. The Assignor authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office and any other governmental officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by the Assignee.

2. Confidentiality. From and after the Effective Date, Assignor shall, and shall cause its respective employees, agents, affiliates and representatives ("Representatives") to, maintain in confidence, and not use to the detriment of the Assignee, any written, oral or other information relating to the Intellectual Property, except that the foregoing requirements of this Section 2 shall not apply to the extent that (i) any such information is or becomes generally available to the public other than as a result of disclosure by the Assignor, its affiliates or any of their respective Representatives, (ii) any such information is required by applicable law or a governmental authority to be disclosed, after prior notice has been given to the Assignee, (iii) any such information is required to be disclosed by any court or governmental authority of competent jurisdiction, or (iv) any such information was or becomes available to the Assignor on a non-confidential basis and from a source (other than a party to this Agreement or any affiliate or Representative of such party) that is not bound by a confidentiality agreement. This obligation is intended to continue indefinitely

3. General Provisions.

3.1. Terms of Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including (a) the Assignor's representations, warranties, covenants, agreements and indemnities relating to the Assigned Intellectual Property, (b) governing law and jurisdiction, (c) waiver of jury trial, and (d) interpretation and good faith are incorporated herein by this reference. The Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded, enlarged or modified 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

3.2. Modification. This Agreement may not be amended, supplemented or otherwise modified except by a written agreement executed by all the parties herein.

3.3. Execution of Agreement. This Agreement may be executed in any number of counterparts, and by any party on separate counterparts, each of which as so executed and delivered shall be deemed to be an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement as to any party hereto to produce or account for more than one such counterpart executed and delivered by such party.

Counterparts may be executed either in original, faxed or digital transmission form and the parties adopt any signatures received by a receiving fax machine or computer as original signatures of the parties

3.4. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

3.5. Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect.

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

[Remainder of Page Intentionally Left Blank; Signatures on following pages.]

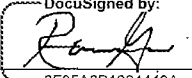
IN WITNESS WHEREOF, the Assignor and the Assignee have entered into this Intellectual Property Assignment Agreement as of the date set forth above.

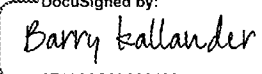
ASSIGNEE:

ASSIGNOR:

HIGHER GROUND EDUCATION INC.

COZYKIN, INC.

By:  _____
DocuSigned by:
8F05A6B1284449A...

By:  _____
DocuSigned by:
3F41C8C20C89406...

Name: Ramandeep Girm
Title: President and CEO

Name: Barry Kallander
Title: President