

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560581

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Positive Learning, Inc.		09/18/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ellevation Inc.		
Street Address:	38 Chauncy Street, 9th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02111		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87275621	POSITIVE LEARNING	
Serial Number:	87275664	POSITIVE LEARNING	
CORRESPONDENCE DATA			
Fax Number:	6178327000		
<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:	6178321000		
Email:	ustrademark@foleyhoag.com		
Correspondent Name:	Jenevieve Maerker, Esq., Foley Hoag LLP		
Address Line 1:	155 Seaport Boulevard		
Address Line 4:	Boston, MASSACHUSETTS 02210		
NAME OF SUBMITTER:	Jenevieve Maerker, Esq.		
SIGNATURE:	/Jenevieve Maerker/		
DATE SIGNED:	02/05/2020		
Total Attachments: 4			
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OP \$65.00 87275621

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made as of this 18th day of September, 2019, by Positive Learning, Inc., a Delaware corporation (the "Assignor"), to Ellevation Inc., a Delaware corporation (the "Assignee").

WHEREAS, Assignor, Assignee, John E. Graff, and, for purposes of Section 5.06 therein only, Edward Ryan, have entered into that certain Asset Purchase Agreement dated as of September 18, 2019 pursuant to the terms and conditions of which, (i) Assignor shall sell, transfer, assign and deliver to Assignee, and Assignee shall purchase and acquire from Assignor, all of Assignor's right, title and interest in and to all of the Purchased Assets (as defined therein); and

WHEREAS, Assignor is the owner of certain registered and unregistered unexpired domestic and foreign trademarks, trademark registrations, trademark applications, trade names, brand names, logos (whether or not registered), including artwork and typeface, certification marks and service marks, and all state trademark registrations and applications therefor, including any extension, modification or renewal of any such registrations or applications and all common law rights in such trademarks, and any right (whether obtained by license or otherwise) to use or exploit any of the foregoing, in each case including any goodwill associated therewith, including, but not limited to, the foregoing listed on Schedule A attached hereto and incorporated herein by this reference, together with any product trade dress (collectively, the "Marks"); and


WHEREAS, Assignor wishes to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, any and all rights that Assignor may have in and to the Marks, together with the goodwill of the business in connection with which the Marks are used,

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in and to all of the Marks, together with the goodwill of the business in connection with which the Marks are used, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment of Trademarks had not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by, and construed and enforced in accordance with, the substantive laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademarks to be duly executed as of the date first above written as an instrument under seal.

ASSIGNOR:
Positive Learning, Inc.

By: 
Name: David Johnson
Title: CFD

ASSIGNEE:
Ellevation Inc.

By: _____
Name: _____
Title: _____

Execution Copy

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademarks to be duly executed as of the date first above written as an instrument under seal.

ASSIGNOR:
Positive Learning, Inc.

By: _____

Name: _____

Title: _____

ASSIGNEE:
Ellevation Inc.

By: Teddy Rice _____

Name: Teddy Rice

Title: President & Co-Founder

SCHEDULE A

Registered Trademarks:

- “Positive Learning” – United States Serial Number 87275621
- Logo of “Positive Learning” – United States Serial Number 87275664
- “Vocademy” – United States Serial Number 88398018