

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM591588

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pass My Exam, Inc.		01/01/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ISSA, LLC		
Street Address:	825 Edmond Street		
City:	St. Joseph		
State/Country:	MISSOURI		
Postal Code:	64501		
Entity Type:	Limited Liability Company: MISSOURI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4711023	PASSMYEXAM	
Registration Number:	4707012	PASS MY EXAM	
CORRESPONDENCE DATA			
Fax Number:	8164743216		
<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:	816-474-8100		
Email:	sfaction@spencerfane.com		
Correspondent Name:	Kyle L. Elliott		
Address Line 1:	1000 Walnut Street Suite 1400		
Address Line 2:	Suite 1400		
Address Line 4:	Kansas City, MISSOURI 64106-2140		
ATTORNEY DOCKET NUMBER:	5032153-3 KCY		
NAME OF SUBMITTER:	Kyle L. Elliott		
SIGNATURE:	/kle/		
DATE SIGNED:	08/12/2020		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (the "Assignment") is made, entered and effective on January 1, 2020, by **Pass My Exam, Inc.**, 3483 Old Conejo Road, Suite 208, Newbury Park, CA 91320 ("Assignor") in favor of **ISSA, LLC**, a Missouri limited liability company, 825 Edmond Street, St. Joseph, MO 64501 ("Assignee") (collectively referred to as the "Parties").

WHEREAS, Assignor is the sole and exclusive owner of the entire, right, title and interest in, to and under the trademark **PASS MY EXAM and Design and PASS MY EXAM** as described in Exhibit "A" attached hereto and incorporated by reference herein, including any common law trademark rights therefor (the "Marks"); and

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated January 1, 2020, (the "Agreement") under which Assignor agreed to assign to Assignee all of Assignor's rights, title and interest in and to the Marks, together with the goodwill associated therewith.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby makes the transfer and assignment of all rights in the Marks as follows:

1. ASSIGNMENT: Assignor does hereby sell, assign, transfer and set over to Assignee, Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the Marks, for the United States and for all foreign countries, including any renewals or extensions thereof that are or may be secured under the laws of the United States or foreign countries now or hereafter in effect and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, including, but not limited to: (i) all registration rights with respect to the Marks, (ii) any rights to prepare derivative marks, (iii) any goodwill related to the Marks, (iv) all income, royalties or claims relating to the Marks due or payable on or after the date of this Assignment, and (iv) all claims for damages by reason of past, present or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. ASSIGNORS' REPRESENTATIONS: Assignor represents and warrants (i) that Assignor is the exclusive owner of the Marks, (ii) that Assignor possesses all rights, title and interest in and to the Marks, (iii) that Assignor has power to enter into this Assignment,

(iv) that the Marks do not infringe on the rights of any other person or entity, and (iv) that the rights transferred in this Assignment are free of any lien, encumbrance or adverse claim.

3. CONTINUING OBLIGATIONS: Assignor agrees to assist Assignee, upon request, by taking any reasonable action that may be necessary for the perfecting, securing and completing of this Assignment.

4. BINDING EFFECT: The covenants and conditions contained in this Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.

5. GOVERNING LAW: This Assignment is deemed to be executed and delivered within the State of Delaware, and it is the intention of the parties that it shall be construed, interpreted and applied in accordance with the laws of the State of Delaware without regard to its conflicts of law principles.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed the day and year first above written.

ASSIGNOR:

PASS MY EXAM, INC.


By: John Pistero, President

ASSIGNEE:

ISSA, LLC

By:
Title:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Ventura

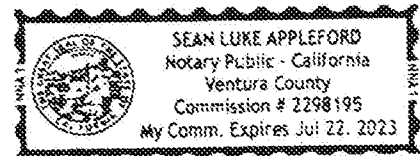
On December 31st, 2019 before me, Sean Luke Appleford, a Notary Public,
(insert name and title of the officer)

personally appeared John J. Platera,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sean Luke Appleford (Seal)



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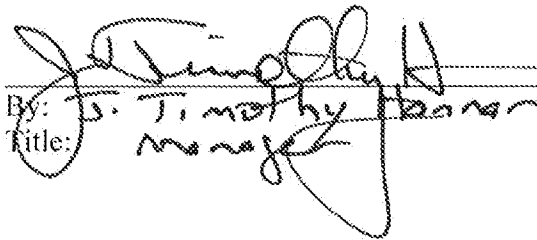
ASSIGNOR:

PASS MY EXAM, INC.

By: John Platero, President

ASSIGNEE:


ISSA, LLC

By: 
Title: Manager

WA 14056826 1

EXHIBIT A

DESCRIPTION OF MARK

<u>MARK</u>	<u>REGISTRATION/ SERIAL NO.</u>	<u>CLASS</u>	<u>DESCRIPTION</u>
	4,711,023	041	Educational services, namely, providing on-line vocational courses in the fields of fitness and health care and providing secured remote monitoring of student exams; Educational examination services
PASS MY EXAM	4,707,012	041	Educational services, namely, providing on-line courses vocational courses in the fields of fitness and health care and providing secured remote monitoring of student exams; Educational examination services

WA 14056826.1

TRADEMARK