

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608283

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OLN EDUCATION LIMITED		10/02/2020	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Clevelearn Inc.		
Street Address:	4 Taylor Street		
City:	Millburn		
State/Country:	NEW JERSEY		
Postal Code:	07041		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3786580	SPANISHPOD	
Registration Number:	3786579	ARABICPOD	
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:	212-796-4304		
Email:	uspto@moas.com		
Correspondent Name:	Cleverlearn Inc.		
Address Line 1:	4 Taylor Street		
Address Line 4:	Millburn, NEW JERSEY 07041		
NAME OF SUBMITTER:	Michael Gleissner		
SIGNATURE:	//Michael Gleissner//		
DATE SIGNED:	11/12/2020		
Total Attachments: 1			
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ASSIGNMENT OF TRADEMARKS

This assignment (the "Assignment") is made the 2nd day of October 2020 between OLN EDUCATION LIMITED, a corporation with limited liability established in the United Kingdom with principal address at 219 Kensington High Street, Kensington, London W8 6BD (hereinafter called the "Assignor") and Cleverlearn Inc., a corporation established under the laws of Delaware with principal address at 246 West Broadway, New York NY 10013 (hereinafter called the "Assignee"), (collectively the "Parties").

WHEREAS

A. The Assignor is the registered owner of the following US Trademark Registrations:

(a) USPTO registration No.: 3786580 "SPANISHPOD"

(b) USPTO registration No.: 3786579 "ARABICPOD"

together with the goodwill of the business symbolized thereby in connection with the goods and services on which the marks are used (the "Trademarks").

B. Assignor has agreed to assign to the Assignee the above mentioned Trademark.

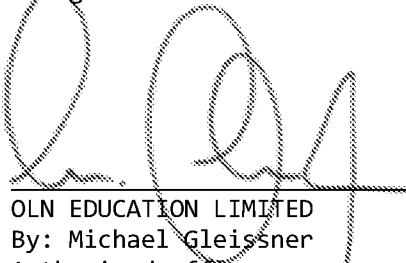
NOW THEREFORE:

Effective from the date hereof, in consideration of the mutual promises, warranties and covenants contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged and other good and valuable consideration, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Trademarks, together with (a) the goodwill of the business relating to the products and service in respect upon which the Trademarks are used and for which they are registered in; (b) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademarks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademarks; and (c) all rights to sue for past, present and future infringements or misappropriations of the Trademarks.

Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Trademarks.


IN WITNESS whereof the Parties hereto have executed, written and signed this Assignment the date first above written.

Assignor



OLN EDUCATION LIMITED
By: Michael Gleissner
Authorized officer

Assignee



Cleverlearn Inc.
By: Michael Gleissner
Authorized officer