TRADEMARK ASSIGNMENT COVER SHEET

ETAS ID: TM617334 Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Intellify Learning LLC			Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Weld North RSI, LLC	
Street Address:	140 Greenwich Avenue	
City:	Greenwich	
State/Country:	CONNECTICUT	
Postal Code:	06830	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5132498	INTELLIFY LEARNING
Registration Number:	5132460	INTELLIFY

CORRESPONDENCE DATA

2077747499 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: 2077744000

Email: trademarks@verrill-law.com

Correspondent Name: Kelly A. Donahue Verrill Dana LLP Address Line 1: Address Line 2: One Portland Square

Address Line 4: Portland, MAINE 04101-4054

ATTORNEY DOCKET NUMBER:	MBER: 90279-0026	
NAME OF SUBMITTER:	Kelly A. Donahue	
SIGNATURE:	/KAD/	
DATE SIGNED:	12/30/2020	

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Assignment of trademark rights (the "<u>Trademark Assignment</u>"), effective December 22, 2020 (the "<u>Effective Date</u>"), by and between Intellify Learning LLC, a limited liability company duly organized and existing under the laws of the state of Delaware, having a business address of 51 Melcher Street, Suite 241, Boston, Massachusetts 02210 (the "<u>Assignor</u>") and Weld North RSI, LLC, a limited liability company duly organized and existing under the laws of the state of Delaware having a business address of 140 Greenwich Avenue, Greenwich, CT 06830 (the "Assignee").

WHEREAS, Assignor has conveyed, transferred, and assigned to Assignee certain trademarks and has agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's worldwide right, title, and interest in and to the following:
 - (a) the trademark registrations set forth on Schedule A hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
 - (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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. <u>Recordation and Further Actions</u>. Assignor hereby authorizes the United States Patent and Trademarks Office to record and register this Trademark Assignment upon request by Assignee.
- 3. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement.

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IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the date first written above.

INTELLIFY LEARNING LLC

Docusigned by:

Adam blaber
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Name: Adam J. Klaber

Title: Chairman

WELD NORTH RSI, LLC

Docusigned by:

Adam Elaber
D9C5D6301F97468...

Name: Title:

SCHEDULE A TO TRADEMARK ASSIGNMENT

Mark	Registration No.	Registration Date	Class
INTELLIFY LEARNING & Design	5132498	Jan. 31, 2017	42
INTELLIFY	5132460	Jan. 31, 2017	42

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RECORDED: 12/30/2020

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