

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623537

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Anthony James		12/06/2019	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Linux Academy, Inc.		
Street Address:	800 Brazos St., Suite 340		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4692019		
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:	7732092978		
Email:	joe.bonavita@acloud.guru		
Correspondent Name:	Joseph Bonavita		
Address Line 1:	800 Brazos St.		
Address Line 2:	Suite 340		
Address Line 4:	Austin, TEXAS 78701		
NAME OF SUBMITTER:	Joseph Bonavita		
SIGNATURE:	/s/ Joseph Bonavita		
DATE SIGNED:	02/01/2021		
Total Attachments: 4			
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OP \$40.00 4692019

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Assignment**”) is made and entered into as of the latest signature date indicated in the signature block at the end of this Assignment (“**Effective Date**”) by and among Anthony D. James, an individual residing in Texas (“**Assignor**”), and Linux Academy, Inc., a Delaware corporation (“**Assignee**”) (collectively, the “**Parties**,” and singularly, each a “**Party**”).

WHEREAS, Assignor is the owner of the trademark applications and registrations listed in Schedule A (the “**Marks**”);

WHEREAS, Assignor is the founder and the Chief Executive Officer of Assignee; and

WHEREAS, the Parties accordingly wish to execute this recordable Assignment to evidence the transfer of ownership of the Marks from Assignor to Assignee.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to Assignee and its successors and assigns all of Assignor’s right, title and interest in and to the Marks, including but not limited to the applications and registrations, and including all state and common law rights and rights in the United States and in foreign jurisdictions, together with the goodwill associated therewith and symbolized thereby, the right to file and own trademark applications and registrations therefor, and all remedies against infringements thereof, and all claims, causes of action, rights of recovery and rights of set-off of any kind, all damages and payments for past, present and future infringement, dilution or misappropriation of such Marks, and the right to sue for and recover for past, present and future infringements, dilutions or misappropriations of such Trademarks, and any and all corresponding rights that have been, now or hereafter may be secured throughout the world with respect to such Marks, free and clear of all liens, claims, security interests and other encumbrances.

2. Cooperation and Recordation. Assignor hereby agrees to cooperate with Assignee as reasonably necessary to give full effect to and perfect the rights of Assignee in the Marks, and Assignor agrees to execute and deliver all documents and to take all such other actions as Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment, including, without limitation, cooperating with Assignee to perfect the transfer of the Marks hereunder and, if appropriate, to assure that the transfer of the applications and registrations are properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office, all at Assignee’s sole expense. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies

in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor's right, title and interest in, to and under the Assigned Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

3. Specific Performance. The parties agree that: (a) in the event of any breach or threatened breach by a party of any covenant, obligation or other provision set forth in this Assignment, the non-breaching party shall be entitled to seek (i) a decree or order of specific performance or mandamus to enforce the observance and performance of such covenant, obligation or other provision, and (ii) an injunction restraining such breach or threatened breach; and (b) the non-breaching party shall not be required to provide any bond or other security in connection with any such decree, order or injunction or in connection with any related action or proceeding.

4. Miscellaneous.

(a) This Assignment, and all claims relating to or arising out of the relationship of the Parties hereto with respect to the subject matter hereof, shall be governed by, construed under and interpreted in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof that would require the application of any other law.

(b) This Assignment shall be binding upon and inure solely to the benefit of each Party hereto and their respective successors and permitted assigns, and nothing in this Assignment, 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 Assignment.

(c) This Assignment may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) No amendment of any provision of this Assignment shall be effective, unless the same shall be in writing and signed by Assignor, on the one hand, and Assignee, on the other hand. Any failure of any Party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other Party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any Party to take any action with respect to any breach of this Assignment or default by another Party shall constitute a waiver of such Party's right to enforce any provision hereof or to take any such action.

(e) In case any term, provision, covenant or restriction contained in this Assignment is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed and delivered as of the Effective Date:

ASSIGNOR:

Anthony D. James

DocuSigned by:
Anthony James
C3849DE8654542B...

Date: December 6, 2019

ASSIGNEE:

Linux Academy, Inc.

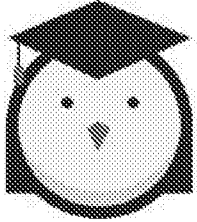
DocuSigned by:
Anthony James
By: C3849DE8654542B...

Name: Anthony James

Title: Chief Executive Officer

Date: December 6, 2019

Schedule A

MARK	SERIAL NO. / REGISTRATION NO. / JURISDICTION	FILING DATE / REGISTRATIO N DATE	OWNER OF RECORD	STATUS
	86/337,486 4,692,019 United States	07-15-2014 02-24-2015	Anthony D. James	Registered
LINUXACADEMY	85/740,563 N/A United States	09-27-2012 N/A	Anthony D. James	Abandoned Application
LINUX ACADEMY	85/765,286 N/A United States	10-27-2012 N/A	Anthony D. James	Abandoned Application