

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629674

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AltSchool, PBC | | 01/15/2021 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Higher Ground Education Inc. | | |
| Street Address: | 25 Orchard Suite 200 | | |
| City: | Lake Forest | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92630 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88494906 | ALTITUDE | |
| Serial Number: | 88494911 | ALTITUDE LEARNING | |
| 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> | | | |
| Email: | trademarks@dechert.com | | |
| Correspondent Name: | Glenn A. Gundersen | | |
| Address Line 1: | Cira Centre | | |
| Address Line 2: | 2929 Arch Street | | |
| Address Line 4: | Philadelphia, PENNSYLVANIA 19104-2808 | | |
| NAME OF SUBMITTER: | Jennifer Insley-Pruitt | | |
| SIGNATURE: | /Jennifer Insley-Pruitt/ | | |
| DATE SIGNED: | 03/04/2021 | | |
| Total Attachments: 6 | | | |
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of January 15, 2021 is made by AltSchool, PBC, a Delaware public benefit corporation (“**Seller**”), in favor of Higher Ground Education, Inc., a Delaware corporation (“**Buyer**”), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement between Buyer and Seller dated of even date herewith (the “**APA**”).

WHEREAS, under the terms of the APA, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the patents set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) 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

(e) 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. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its

successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the APA. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the APA, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

4. Counterparts. This IP 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. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SELLER: ALTSCHOOL, PBC

By: [Signature]
Name: Devin Vodicka
Title: Chief Executive Officer

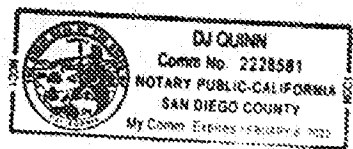
ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)SS.
COUNTY OF San Diego)

On the 14th day of January, 2021 before me personally appeared Devin Vodicka, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Executive Officer of AltSchool, PBC, a Delaware public benefit corporation, and acknowledged the instrument to be his free act and deed and the free act and deed of AltSchool, PBC for the uses and purposes mentioned in the instrument.

[Signature]
Notary Public
Printed Name: DJ Quinn Notary Public

My Commission Expires: 02-08-2022



AGREED TO AND ACCEPTED:

BUYER: HIGHER GROUND EDUCATION,
INC.

By: 

Name: Ramandeep Girm

Its: President & Chief Executive Officer

[ACKNOWLEDGMENT STATE OF

TEXAS

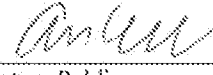
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)SS.

COUNTY OF WILLIAMSON

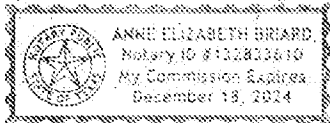
)

On the 20th day of January, 2021, before me personally appeared
Ramandeep Girm personally known to me (or proved to me on the basis of satisfactory evidence) to
be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did
depose and say that he executed the same in his authorized capacity as the President and Chief
Executive Officer of Buyer, the Corporation described, and acknowledged the instrument to be his
free act and deed/the free act and deed of Buyer for the uses and purposes mentioned in the
instrument.


Notary Public

Printed Name: Anne Elizabeth Briard

My Commission Expires: December 18, 2024



SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS

| Mark | Jurisdiction | Application/Registration Number | Publication/Registration Date |
|-------------------|---------------------|--|--------------------------------------|
| ALTITUDE | U.S. | 88/494.906 | 7/14/20 |
| ALTITUDE LEARNING | U.S. | 88/494,911 | 7/14/20 |
| ALTITUDE LEARNING | China. | 43411598 | 7/27/20 |
| ALTITUDE LEARNING | China | 43388980 | 7/27/20 |
| ALTITUDE LEARNING | China | 43385298 | 10/21/20 |

SCHEDULE 1

ASSIGNED PATENTS

| Title | Jurisdiction | Patent Number | Issue Date |
|---|---------------------|----------------------|-------------------|
| Systems and methods with image capture device and assessment computing device for learning assessment | U.S. | 10,102,764 | 10/16/19 |