

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM632892

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LEO AND CINDER'S ROCKETSHIP DISMANTLING CORP. (F/K/A KIDAPTIVE, INC.)		03/15/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MCGRAW HILL LLC		
<b>Street Address:</b>	1325 Avenue of the Americas		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4621779	KIDAPTIVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	laura.o'brien@hkllaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 2:</b>	11th Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>ATTORNEY DOCKET NUMBER:</b>	151923.00005		
<b>NAME OF SUBMITTER:</b>	Laura O'Brien		
<b>SIGNATURE:</b>	/Laura O'Brien/		
<b>DATE SIGNED:</b>	03/18/2021		
<b>Total Attachments: 5</b>			
source=03.15.21 Trademark Assignment - Leo & Cinder McGraw Hill (151923.00005)#page1.tif			
source=03.15.21 Trademark Assignment - Leo & Cinder McGraw Hill (151923.00005)#page2.tif			
source=03.15.21 Trademark Assignment - Leo & Cinder McGraw Hill (151923.00005)#page3.tif			

OP \$40.00 4621779

source=03.15.21 Trademark Assignment - Leo & Cinder McGraw Hill (151923.00005)#page4.tif

source=03.15.21 Trademark Assignment - Leo & Cinder McGraw Hill (151923.00005)#page5.tif

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("*Assignment*") is made as of this 15<sup>th</sup> day of March, 2021, by **LEO AND CINDER'S ROCKETSHIP DISMANTLING CORP.**, a Delaware corporation (**F/K/A KIDAPTIVE, INC.**) ("*Assignor*"), having an address of c/o Dylan Arena, 809 Laurel St, Unit 220A, San Carlos, CA 94070, in favor of **MCGRAW HILL LLC**, a Delaware limited liability company ("*Assignee*"), having an address of 1325 Avenue of the Americas, New York, NY 10019.

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement, dated of even date herewith (the "*Agreement*"), pursuant to which Assignor has agreed to transfer and Assignee has agreed to acquire the Trademarks related to the Business, including all common law trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith ("*Trademarks*"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement.

WHEREAS, Assignor is the owner of the entire right, title, and interest in, to, and under the Trademarks, including but not limited to those set forth in Schedule A.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and the parties agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, conveys and transfers to Assignee all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized thereby, and including the following:

1.1 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;

1.2 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 had not been made; and

1.3 Any and all of Assignor's rights, privileges and priorities provided under applicable law with respect to the Trademarks, including, without limitation, Assignor's common law rights and rights under the any relevant laws, including any and all rights to bring an action, whether at law or in equity, for infringement, misappropriation, unfair competition, dilution or other violation, any and all rights to any income, royalties, damages and payments which become due or payable in respect thereof on or after the effective date of this Assignment, and any and all rights in and to all claims (including claims for past, current or future infringement or misappropriation of intellectual property rights and the rights to any damages, proceeds and other

remedies or recoveries relating thereto), counterclaims, defenses, causes of action, demands, judgments, rights of recovery, rights of set-off, rights of subrogation and all other rights of any kind of Assignor against any third party, to the extent relating to the Trademarks (regardless of whether such rights are exercisable).

2. Recordation and Further Actions. Assignor will not execute any writing nor do any act conflicting with this Assignment, and Assignor will upon reasonable request, without further consideration, execute such additional writings necessary for the prosecution, maintenance and renewal of the Trademarks before the United States Patent and Trademark Office or any equivalent authorities in foreign countries, as Assignee or its successors and assigns may deem reasonably necessary.

3. Successors and Assigns. This Assignment and all the terms hereof inure to the benefit of and are binding upon Assignor and Assignee and their respective successors, assigns and legal representatives.

4. Governing Law. This 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 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

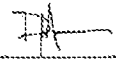
5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

**ASSIGNOR:**

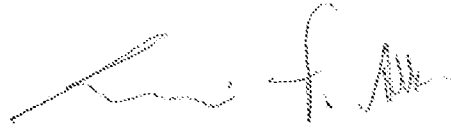
LEO AND CINDER'S ROCKETSHIP  
DISMANTLING CORP. (F/K/A  
KIDAPTIVE, INC.)

By:   
Name: Dylan Arena  
Title: CEO

*[Signature Page to Trademark Assignment]*

ASSIGNEE:

MCGRAW HILL LLC

A handwritten signature in black ink, appearing to read 'S. Allen', written over a horizontal line.

By: \_\_\_\_\_

Name: Simon Allen

Title: CEO

*[Signature Page to Trademark Assignment]*

**TRADEMARK**  
**REEL: 007225 FRAME: 0318**

**SCHEDULE A**

Trademark US Serial # 85824444, Reg. No. 4,621,779, Registered Oct 14, 2014, Int. Cls: 9 and 41