

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM643747

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900610554

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FreshGrade Education Inc.		03/25/2021	Company: CANADA

**RECEIVING PARTY DATA**

<b>Name:</b>	Higher Ground Education Inc.
<b>Street Address:</b>	10 Orchard Road, Suite 200
<b>City:</b>	Lake Forest
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92630
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4490281	FRESH GRADE

**CORRESPONDENCE DATA****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:** 9493391957  
**Email:** legalnotices@tohigherground.com  
**Correspondent Name:** Anne Briard  
**Address Line 1:** 10 Orchard Road  
**Address Line 2:** Suite 200  
**Address Line 4:** Lake Forest, CALIFORNIA 92630

<b>NAME OF SUBMITTER:</b>	Anne E. Briard
<b>SIGNATURE:</b>	/s/ Anne E. Briard
<b>DATE SIGNED:</b>	05/01/2021

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**") dated as of March 25, 2021 is made by FreshGrade Education Inc., a company incorporated under the laws of British Columbia ("**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 Canadian Intellectual Property 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 trademark registrations and applications set forth on Schedule 1 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;
- (b) the registered domain names set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Domain Names**");
- (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 Registrar of Trademarks in the Canadian Intellectual Property 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.

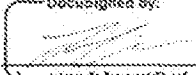
5. **Successors and Assigns.** This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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 Canada and the Province of British Columbia, without giving effect to any choice or conflict of law provision or rule (whether of the Province of British Columbia 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.

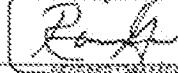
**FRESHGRADE EDUCATION INC.**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Lane Menfield  
Title: CEO and Director

AGREED TO AND ACCEPTED

HIGHER GROUND EDUCATION INC.

By:



Name: Ramandeep Ginn

Title: President & Chief Executive Officer

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Application/Registration Number	Publication/Registration Date
FRESH GRADE	United States	4490281	March 4, 2014
FRESH GRADE	Canada	TMA859016	September 3, 2013

*[Signature Page - Intellectual Property Assignment Agreement]*

SCHEDULE 2

ASSIGNED DOMAIN NAME REGISTRATIONS

Domain Name	Status	Expiration Date	Auto-renew	Lock
freshgra.de	Active	Oct 26, 2021	Yes	No
freshgrade.ca	Inactive	Jun 21, 2021	Yes	No
freshgrade.com	Active	Jan 28, 2022	Yes	No
freshgrade.org	Inactive	Jun 21, 2021	Yes	No
frshgrd.com	Active	June 27, 2021	Yes	No

*[Signature Page – Intellectual Property Assignment Agreement]*