

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651013

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Interskill Learning Inc		06/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Interskill Learning (USA), LLC		
Street Address:	11770 Haynes Bridge Road, Suite 205, PMB 526		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30009		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1700770	INTERSKILL	
Registration Number:	2410801	INTERSKILL	
Registration Number:	3608137	INTERSKILL	
Registration Number:	2463596	I INTERSKILL	
CORRESPONDENCE DATA			
Fax Number:	3109145880		
<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:	310-312-4246		
Email:	jwood@manatt.com,jburns@manatt.com,ipdocket@manatt.com		
Correspondent Name:	MANATT, PHELPS & PHILLIPS, LLP		
Address Line 1:	2049 CENTURY PARK EAST, SUITE 1700		
Address Line 2:	ATTN: JESSICA A. WOOD		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	14272-030		
NAME OF SUBMITTER:	Jessica A. Wood		
SIGNATURE:	/Jessica A. Wood/		
DATE SIGNED:	06/01/2021		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT

This trademark assignment agreement (“Assignment”) is entered into and made effective as of June 1st, 2021 (“Effective Date”) by and between Interskill Learning Inc, a Delaware corporation with an address of 11770 Haynes Bridge Road, Suite 205, PMB 526, Alpharetta, Georgia 30009 (“Assignor”), and Interskill Learning (USA), LLC, a Delaware limited liability company with an address of 11770 Haynes Bridge Road, Suite 205, PMB 526, Alpharetta, Georgia 30009 (“Assignee”), each a “Party” and collectively, the “Parties.”

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the INTERSKILL trademarks, including the trademarks identified in Exhibit A attached hereto and incorporated by reference, together with all goodwill associated therewith (collectively, the “INTERSKILL Marks”);

WHEREAS, Assignee desires to obtain all of Assignor’s right, title and interest in, to and under the INTERSKILL Marks; and

WHEREAS, Assignor has agreed to convey, transfer, assign and deliver to Assignee, and Assignee has agreed to accept, all of Assignor’s right, title and interest in, to and under the INTERSKILL Marks.

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

1. Assignor does hereby convey, transfer, assign and deliver unto Assignee the full and entire right, title and interest in, to and under the INTERSKILL Marks, as well as that portion of Assignor’s business to which the INTERSKILL Marks pertain, which shall include, without limitation, all rights that may now or hereafter be vested in or controlled by Assignor or any affiliate of Assignor, together with all the trademarks, service marks, trade names, social media handles and user names, domain names (including the domain names identified in Exhibit B attached hereto and incorporated by reference), brand names, designs, logos, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations and applications for registration of the foregoing, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing to the extent owned by Assignor, including without limitation those set forth in Exhibit A hereto; all goodwill associated therewith; and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such applications, registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the INTERSKILL Marks, and to settle and retain proceeds from any such actions), and any and all of Assignor’s (or any affiliate of Assignor) other rights, title and interest of any kind and nature whatsoever in and to the foregoing, the same to vest in Assignee as of the Effective Date.

2. Assignor further agrees to, without further consideration, execute any and all documents or papers reasonably requested by Assignee to perfect the ownership of or exploit the INTERSKILL Marks. In the event that Assignor fails, refuses, is unavailable in a timely manner, ceases to exist, despite Assignee’s efforts cannot be located to execute such documents, and/or otherwise does not timely execute a document or paper requested by Assignee pursuant to this

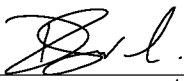
Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf for the sole purpose of executing the foregoing documents or papers with the same legal force and effect as if executed by Assignor.

3. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors, assigns, and heirs.

4. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall constitute the same agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly-authorized representatives to execute this Agreement as of the Effective Date.

Interskill Learning Inc ("Assignor")

By: 
Name: Darren Surch
Title: COO
Date: June 1st, 2021

Interskill Learning (USA), LLC ("Assignee")

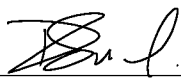
By: 
Name: Darren Surch
Title: COO
Date: June 1st, 2021

Exhibit A

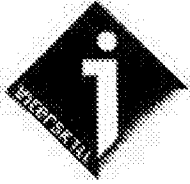
Mark	Territory	Class	Registration No.
INTERSKILL	United States	35	1,700,770
INTERSKILL	United States	41	2,410,801
INTERSKILL	United States	42	3,608,137
	United States	42	2,463,596

Exhibit B

Domain Name(s):

- interskill.com
- myinterskill.com

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