

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693275

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABA Tools, LLC		11/30/2021	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	CentralReach, LLC		
Street Address:	6451 North Federal Hwy		
Internal Address:	Suite 501		
City:	Fort Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33308		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6181887	VERBAL MATRIX	
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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Spencer Simon		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	125455/20		
NAME OF SUBMITTER:	Spencer Simon		
SIGNATURE:	/Spencer Simon/		
DATE SIGNED:	12/08/2021		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Trademark Assignment Agreement”) is made and entered into as of November 30, 2021, by and among ABA Tools, LLC, a Texas limited liability company (“Assignor”), and CentralReach, LLC, a Florida limited liability company (“Assignee”).

WHEREAS, pursuant to that certain IP Assignment and Assumption Agreement, dated as of November 30, 2021, by and among Assignor and Assignee (the “IP Agreement”), Assignor agreed to sell, assign, convey, transfer and deliver, and desires to sell, assign, convey, transfer and deliver all of Assignor’s right, title, and interest in and to the Trademarks (as defined below) to Assignee, and Assignee desires to receive all right, title, and interest in and to the Trademarks.

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

1. Definitions. Capitalized terms used in this Trademark Assignment Agreement that are not defined in the body of this Trademark Assignment Agreement have the meanings given to them in the IP Agreement.

2. Assignment. Assignor does hereby irrevocably sell, assign, convey, transfer and deliver to Assignee, its successors and assigns, and Assignee purchases and accepts from Assignor, all of Assignor’s right, title, and interest in and to (a) the trademarks and trademark applications trademarks, service marks, trade dress, trade names, and other indicia of origin, applications and registrations for the foregoing set forth on Schedule A, and all goodwill associated therewith and symbolized thereby attached thereto (collectively, the “Trademarks”), (b) the right to apply for and obtain registrations and renewals for the Trademarks, (c) 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 (d) 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. Assignor further authorizes Assignee to file for and request that the United States Patent and Trademark Office, any successor offices thereto or any other corresponding bodies in each of the other countries, territories and jurisdictions of the world issue any and all trademarks, service marks, trade dress, trade names, and other indicia of origin resulting from the Trademarks to Assignee.

3. Governing Law. This Trademark Assignment Agreement shall be construed in accordance with the domestic Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

4. Power of Attorney. Assignor hereby appoints Assignee, and any agent thereof (solely to the extent acting in its capacity as agent of Assignee), as the attorney-in-fact of Assignor

for the purpose of executing and delivering any document that Assignee reasonably determines is required to perfect Assignee's ownership of or title to any Trademarks owned by Assignor, which appointment is irrevocable and coupled with an interest.

5. No Conflict. Nothing in this Trademark Assignment Agreement shall alter any liability or obligation of the parties hereto arising under the Purchase Agreement. In the event of a conflict between the terms and conditions of this Trademark Assignment Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern. Assignee acknowledges that Assignor makes no representation or warranty with respect to the Trademarks except as specifically set forth in the Purchase Agreement.

6. No Modifications. This Trademark Assignment Agreement may not be supplemented, altered or modified in any manner except by a writing signed by both Parties.

7. Successors and Assigns. This Trademark Assignment Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees, and successors.


8. Counterparts. This Trademark Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but both of which together will constitute one and the same instrument.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement as of the date first written above.

ASSIGNOR:

ABA TOOLS, LLC

By: 
Name: Patrick W. Nolan
Title: President

ASSIGNEE:

CENTRALREACH, LLC

By: 
Name: Christopher Sullens
Title: CEO

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

TRADEMARKS

Registered Trademarks

1. U.S. Trademark Registration No. 6,181,887

Unregistered Trademarks

1. ABA Tools
2. The Verbal Matrix
3. RISE and RIME
4. Verbal Behavior Skills
5. Rapport Learning