

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707025

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tripod Education Partners, Inc.		02/01/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Education Elements, Inc.		
Street Address:	101 Hickey Blvd., Ste A #526		
City:	South San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94080		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	87268495	7CS	
Serial Number:	87424321	7CS	
Serial Number:	87268492	7CS	
Serial Number:	86713736	TRIPOD	
Serial Number:	86713742	TRIPOD	
Serial Number:	86713740	TRIPOD	
Serial Number:	86713745	TRIPOD	
Serial Number:	86713738	TRIPOD	
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:	650-988-8500		
Email:	trademarks@fenwick.com		
Correspondent Name:	Connie Ellerbach		
Address Line 1:	801 California Street		
Address Line 4:	Mountain View, CALIFORNIA 94041		
ATTORNEY DOCKET NUMBER:	28445-00070-5836		
NAME OF SUBMITTER:	Kyle A. Koemm		

CH \$215.00 87268495

SIGNATURE:	/Kyle Koemm/
DATE SIGNED:	02/08/2022
Total Attachments: 5 source=EE- Tripod INC TM Assignment executed#page1.tif source=EE- Tripod INC TM Assignment executed#page2.tif source=EE- Tripod INC TM Assignment executed#page3.tif source=EE- Tripod INC TM Assignment executed#page4.tif source=EE- Tripod INC TM Assignment executed#page5.tif	

TRADEMARK ASSIGNMENT AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark Assignment and Domain Name Assignment Agreement (this "*Agreement*") is made and entered into as of February 1, 2022 by and among Tripod Education Partners, Inc., a Delaware corporation (the "*Assignor*") and Education Elements, Inc. a Delaware corporation (the "*Assignee*").

WHEREAS, the Assignor is the owner of all right, title and interest in and to all of the trademarks, service marks, and trade names listed in Schedule A hereto, together with the goodwill associated with and symbolized by them (all such trademarks, service marks, and trade names referred to collectively as the "*Assigned Trademarks*") and the Assignee has agreed to acquire all of the Assignor's right, title and interest in and to the Assigned Trademarks.

WHEREAS, the Assignor is the owner of all right, title and interest in and to all of the domain names listed in Schedule A hereto, together with the goodwill associated with and symbolized by them (all such domain names hereinafter referred to as the "*Assigned Domain Names*") and the Assignee has agreed to acquire all of the Assignor's right, title and interest in and to the Assigned Domain Names.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, the parties hereby agree as follows

1. Assignment.

a. Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of Assignor's right, title, trademark protection and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with the right to sue and recover damages for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks.

b. Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of Assignor's right, title and interest in, to and under the Assigned Domain Names.

2. Representation by Assignor.

Assignor represents that Assignor has the rights, titles, and interests to convey as set forth herein, and covenants with Assignee that the Assignor has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the right, title, and interest herein conveyed.

3. Further Assurances.

a. Assignor will, if reasonably requested by the Assignee, without cost to the Assignee, promptly execute, acknowledge and deliver or cause to be executed, acknowledged or delivered, any and all such further conveyances or instruments as may be necessary or proper in order to complete any and all assignments and conveyances herein provided, including without limitation taking all steps required by the current procedures promulgated by the domain's registrar to transfer the Assigned Domain Names to Assignee.

b. Assignor further agrees to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state, national, international intellectual property offices throughout the world.

4. Miscellaneous.

This Assignment may not be supplemented, altered or modified in any manner except in writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions. This Agreement shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Agreement may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument. Electronic signatures will have the same weight and effect as originals.

5. Governing Law.

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the State of Delaware without reference to such state's principles of conflicts of law that would require the application of laws of another jurisdiction.

6. Jurisdiction.

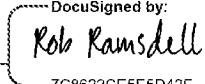
Each party irrevocably submits to the exclusive jurisdiction of the courts of the State of Delaware and the Federal courts of the United States of America located in the State of Delaware, shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

ASSIGNOR

TRIPOD EDUCATION PARTNERS, INC.

By: DocuSigned by:

7C8622CE5E5D42F...

Name: Robert Ramsdell

Title: Co-Founder

ASSIGNEE

EDUCATION ELEMENTS, INC.

By: DocuSigned by:

68277C90674A4B0...

Name: Anthony Kim

Title: Chief Learning Officer & Founder

SCHEDULE A**1. Trademarks**

Trademark	Serial No.	Filing Date	Country	Class	Status	Registration No.	Registration Date
7CS	87424321	25-Apr-2017	United States of America	09 Int.	Registered	6279719	02-Mar-2021
7CS	87268492	14-Dec-2016	United States of America	16 Int.	Registered	6147724	08-Sep-2020
7CS	87268495	14-Dec-2016	United States of America	42 Int.	Registered	6322386	13-Apr-2021
TRIPOD	86713742	04-Aug-2015	United States of America	16 Int.	Registered	4922374	22-Mar-2016
TRIPOD	86713740	04-Aug-2015	United States of America	35 Int.	Registered	4949991	03-May-2016
TRIPOD	86713738	04-Aug-2015	United States of America	41 Int.	Registered	4949990	03-May-2016
TRIPOD	86713736	04-Aug-2015	United States of America	09 Int.	Registered	4949989	03-May-2016
TRIPOD	86713745	04-Aug-2015	United States of America	42 Int.	Registered	5703536	19-Mar-2019

2. Domain Names

Domain	Domain Name Registrar
Tripod7cs.com	GoDaddy.com
Tripod7cs.net	GoDaddy.com
Tripod7cs.org	GoDaddy.com
Tripoded.com	GoDaddy.com
Tripoded.org	GoDaddy.com
Tripodedpartners.com	GoDaddy.com

Tripodedpartners.net	GoDaddy.com
Tripodedpartners.org	GoDaddy.com
Tripodeducation.org	GoDaddy.com
Tripodproject.com	GoDaddy.com
Tripodproject.net	GoDaddy.com
Tripodproject.org	GoDaddy.com
Tripodresults.com	GoDaddy.com
Tripodresults.net	GoDaddy.com
Tripodsurvey.com	GoDaddy.com
Tripodsurvey.net	GoDaddy.com
Tripodsurvey.org	GoDaddy.com
Tripodsurveys.com	GoDaddy.com
Tripodsruveys.net	GoDaddy.com
Tripodsurveys.org	GoDaddy.com
Wptripoded.com	GoDaddy.com