

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM722997

<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>
Quantum Learning Network, Inc.		02/25/2022	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	QUANTUM LEARNING, LLC		
<b>Street Address:</b>	18 W. 131 CLAREMONT DRIVE		
<b>City:</b>	DARIEN		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60561		
<b>Entity Type:</b>	Limited Liability Company: ILLINOIS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2291803	QUANTUM LEARNING	
<b>Registration Number:</b>	2291804	QUANTUM LEARNING	
<b>Registration Number:</b>	4678205	QL QUANTUM LEARNING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6302211756		
<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>Phone:</b>	6302211755		
<b>Email:</b>	criley@huckbouma.com		
<b>Correspondent Name:</b>	Christopher Riley		
<b>Address Line 1:</b>	1755 South Naperville Road		
<b>Address Line 2:</b>	Suite 200		
<b>Address Line 4:</b>	Wheaton, ILLINOIS 60189		
<b>NAME OF SUBMITTER:</b>	William Tresch		
<b>SIGNATURE:</b>	/William Tresch/		
<b>DATE SIGNED:</b>	04/21/2022		
<b>Total Attachments: 6</b>			
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## ASSIGNMENT OF TRADEMARKS

This TRADEMARK ASSIGNMENT (this "Assignment") is dated as of February 25, 2022 (the "Effective Date"), by and between Quantum Learning Network, Inc., a California corporation, having a principal place of business at 2125 S El Camino Real, Suite 103, Oceanside, CA 92054 (hereinafter "Assignor"), and Quantum Learning, LLC, a Illinois limited liability company, having a principal place of business at 18 W. 131 Claremont Drive, Darien, IL60561, (hereinafter "Assignee").

WHEREAS, Assignor has adopted, is the owner of, and has continuously used the trademarks and registrations, as set forth on annexed Schedule "A" (hereinafter referred to as the "Trademarks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as the Effective Date (the "Purchase Agreement"). Capitalized terms not otherwise defined herein, as the context requires, shall have the meanings assigned to them in the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the registrations thereof, and including any choses in action relating to said Trademarks, as set forth on annexed Schedule "A"; and

WHEREAS, it is desired that the assignment of the Trademarks identified on annexed Schedule "A" be made of record in the U.S. Patent and Trademark Office.

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor, as of the above date hereby sells, assigns, transfers and conveys unto Assignee all of its right, title and interest in and to each of theaforesaid Trademarks, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, together with the good will of the business symbolized by the Trademarks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's 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, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

3. Subject to Disclosures in the Asset Purchase Agreement, Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

4. Assignor agrees to execute any further documents and take all reasonable further action, now and hereinafter necessary to perfect the rights herein assigned, all without further compensation to Assignor.

*[Signature page follows.]*

Executed this 25 day of February, 2022, at Oceanside, California.

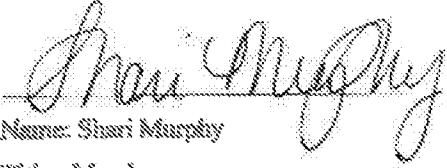
QUANTUM LEARNING NETWORK, INC.

QUANTUM LEARNING, LLC

By: 

Name: Bobbi DePorter

Title: President

By: 

Name: Shari Murphy

Title: Member

By: 

Name: Joe Chapon

Title: Vice President

## AMENDMENT TO ASSIGNMENT OF TRADEMARKS

This AMENDMENT TO ASSIGNMENT OF TRADEMARKS (this "Amendment") is dated as of April\_\_, 2022 (the "Effective Date"), by and between Quantum Learning Network, Inc., a California corporation, having a principal place of business at 2125 S El Camino Real, Suite 103, Oceanside, CA 92054 (hereinafter "Assignor"), and Quantum Learning, LLC, a Illinois limited liability company, having a principal place of business at 18 W. 131 Claremont Drive, Darien, IL60561, (hereinafter "Assignee").

WHEREAS, pursuant to that certain Purchase Agreement by and between Seller and Buyer dated February 25, 2022 (the "Purchase Agreement"), Assignor and Assignee entered into a Trademark Assignment Agreement dated February 25, 2022 (the "Assignment"), wherein Assignor assigned to Assignee, and Assignee acquired from Assignor, all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the registrations thereof, and including any choses in action relating to certain trademarks, as set forth on a certain "Schedule A" annexed to the Assignment (the "Trademarks"); and

WHEREAS, it was desired that the assignment of the Trademarks identified on that Schedule A be made of record in the U.S. Patent and Trademark Office (the "USPTO"); and

WHEREAS, it was subsequently discovered that the USPTO registration number of one of the Trademarks listed on Schedule A was inaccurately recorded.

NOW, THEREFORE, to accurately reflect the intent of the Assignment and to allow for the proper recording of the assignment of the Trademarks identified in Schedule A to be made with the USPTO, the parties hereto agree to amend the Assignment as follows:

1. Schedule A of the Assignment shall hereby be deleted in its entirety, and replaced with the following:

### SCHEDULE "A" U.S. ISSUED REGISTRATIONS

	Mark	Class	Application #	Registration #	Registration Date
1.	QUANTUM LEARNING	41	74/663,826	2,291,803	Nov. 16, 1999
2.	QUANTUM LEARNING	9, 16	74/663,827	2,291,804	Nov. 16, 1999
3.	QLQUANTUM LEARNING & Design	41	86/296,784	4,678,205	Jan. 27, 2015

[Signature page follows.]

Executed this 21st day of April, 2022, at \_\_\_\_\_ California.

QUANTUM LEARNING NETWORK, INC.

QUANTUM LEARNING , LLC

By: 


Name: Bobbi DePorter

Title: President

By: 

Name: Shari Murphy

Title: Member

By: 

Name: Joe Chapon

Title: Vice President