

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM723958

<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>
CCH Incorporated		12/01/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Apen Opco, LLC		
<b>Street Address:</b>	7201 McKinney Circle		
<b>City:</b>	Frederick		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21704		
<b>Entity Type:</b>	Limited Liability Company: MARYLAND		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85220886	ASPEN	
<b>Serial Number:</b>	85069359	ASPEN PATENT AUTHORITY	
<b>Serial Number:</b>	85220872	ASPEN PUBLISHERS	
<b>Serial Number:</b>	77879482	CASENOTE	
<b>Serial Number:</b>	77981171	CASENOTE	
<b>Serial Number:</b>	77632425	EMANUEL	
<b>Serial Number:</b>	77632419	EMANUEL	
<b>Serial Number:</b>	77632296	EMANUEL BAR REVIEW	
<b>Serial Number:</b>	77632319	EMANUEL BAR REVIEW	
<b>Serial Number:</b>	77632356	EMANUEL BAR REVIEW	
<b>Serial Number:</b>	76185177	EMANUEL CRUNCHTIME	
<b>Serial Number:</b>	77632434	EMANUEL CRUNCHTIME	
<b>Serial Number:</b>	77632284	EMANUEL LAW OUTLINES	
<b>Serial Number:</b>	77632276	EMANUEL LAW OUTLINES	
<b>Serial Number:</b>	75031541		
<b>Serial Number:</b>	77632192		
<b>Serial Number:</b>	73700899	LAW IN A FLASH	
<b>Serial Number:</b>	90360016	PRACTICEPERFECT	
<b>Serial Number:</b>	75031542	SIEGEL'S	

CH \$515.00 85220886

Property Type	Number	Word Mark
Serial Number:	75038012	STRATEGIES & TACTICS

**CORRESPONDENCE DATA**

**Fax Number:** 1612977865

*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:** 16129778634

**Email:** ip@taftlaw.com

**Correspondent Name:** Daniel Rosenberg

**Address Line 1:** 80 South 8th Street

**Address Line 2:** 2200 IDS Center

**Address Line 4:** Minneapolis, MINNESOTA 55402

<b>NAME OF SUBMITTER:</b>	Kristin Vandenberg
<b>SIGNATURE:</b>	/Kristin Vandenberg/
<b>DATE SIGNED:</b>	04/26/2022

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") dated as of December 1, 2021 (the "Effective Date"), is made by and between CCH Incorporated, (successor in interest to Aspen Publishers, Inc.) ("Assignor"), on the one hand, and Aspen Opco, LLC ("Purchaser"), on the other hand (each a "Party," and together the "Parties").

### RECITALS

**WHEREAS**, pursuant to the Asset Purchase Agreement, dated as of September 27, 2021 by and between Assignor and Purchaser (the "Asset Purchase Agreement"), Assignor has agreed to, and shall cause its Affiliates to, sell, transfer and assign, and Purchaser has agreed to purchase and accept from Assignor and its Affiliates, among other things, all of Assignor's right, title and interest in and to the Purchased Intellectual Property (the "Transferred Intellectual Property Rights"); and

**WHEREAS**, the Parties have agreed to enter into this Agreement for Assignor to sell, assign, convey and transfer all its right, title and interest in and to the Transferred Intellectual Property Rights and the Assigned IP Rights to Purchaser.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used but not defined in this Agreement have the meanings ascribed to them in the Asset Purchase Agreement.

2. Assignment. Assignor hereby sells, assigns, conveys and transfers to Purchaser, and Purchaser hereby accepts the sale, assignment, conveyance and transfer from Assignor of, all of Assignor's right, title and interest in and to the following:

(a) all Purchased Intellectual Property, including, without limitation (i) the Purchased Trademarks set forth on Exhibit A attached hereto, (ii) the Purchased Copyrights set forth on Exhibit B attached hereto, (iii) the Purchased Software set forth on Schedule 1.1F of the Asset Purchase Agreement, and (iv) the Purchased Domain Names set forth on Schedule 1.1E of the Asset Purchase Agreement;

(b) any and all claims, demands, or causes of action, known or unknown, for past, present, or future infringement, misappropriation, or other violation of such Purchased Intellectual Property including for past, present, or future infringement, misappropriation, or other violation of such Purchased Intellectual Property;

(c) all goodwill associated therewith; and

(d) all rights of priority and renewals and all associated rights in, to or under any of the foregoing in any jurisdiction throughout the world, whether now or hereafter existing of the foregoing (together with (a), (b), and (c), the "Assigned IP Rights").

3. Recordation. Assignor hereby authorizes and requests the relevant officials of, as applicable, the United States Patent and Trademark Office (“USPTO”), the United States Copyright Office (“USCO”), and each of their respective counterparts in any applicable jurisdiction in the world (each, an “IP Office/Registrar”), to take all necessary actions to record Purchaser as the owner of any Transferred Intellectual Property Right that is registered, or an application to register any, Transferred Intellectual Property Rights, including, without limitation, the trademark registrations and applications for registration set forth on Exhibit A attached hereto and the copyright registrations set forth in Exhibit B attached hereto. Assignor hereby acknowledges and agrees that Purchaser, itself or through any designee (and, for clarity, any of its successors or assigns) shall have the right to record this Agreement and other required documents, with any IP Office/Registrar(s) so as to record and perfect the assignment, and Purchaser’s (or any of its successors’ or assigns’) ownership of, the Assigned IP Rights at Purchaser’s cost and expense.

4. Governing Law. This Agreement, and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arising out of, or related to, this Agreement or the transactions contemplated hereby, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules or principles that would result in the application of the law of any other state.

5. Counterparts. This Agreement may be executed in one or more counterparts, and by either of the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or e-mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

**IN WITNESS WHEREOF**, Assignor and Purchaser have duly executed this Agreement as of the date first written above.

**ASSIGNOR:**

**CCH INCORPORATED**

*Atul Dubey*


By \_\_\_\_\_

Name: Atul Dubey

Title: Chief Strategy Officer

PURCHASER:

ASPEN OPCO, LLC

By   
Name: JAMES OH  
Title: Vice President

*[Signature Page to the Intellectual Property Assignment Agreement]*

TRADEMARK  
REEL: 007702 FRAME: 0832

**Exhibit A**  
**Purchased Trademarks**

Schedule 1.1G of the Disclosure Schedule is attached.

**Schedule 1.1G  
Purchased Trademarks**

Mark	Owner	Country	Status	Substatus	Application Number	Application Date	Registration Number	Registration Date	Classes	Goods/Services
ASPRN	CCH Incorporated	United States	Registered	Registered	85/221896	01/19/2001	4,228,564	10/23/2002	9, 16, 41, 45	DOWNLOADABLE ELECTRONIC PUBLICATIONS, NAMELY, E-BOOKS, NEWSPLETTERS, PUBLICATIONS, NAMELY, E-BOOKS, NEWSPLETTERS
ASPRN PATENT AUTHORITY	CCH Incorporated	United States	Registered	Registered	85/069339	06/23/2000	3,943,444	04/12/2001	16, 41, 45	PUBLICATIONS, NAMELY, DOWNLOADABLE ELECTRONIC PUBLICATIONS, NAMELY, E-BOOKS, NEWSPLETTERS
ASPRN PUBLISHERS	CCH Incorporated	United States	Registered	Registered	89/220872	01/19/2001	4,228,563	10/23/2002	9, 16, 41, 45	DOWNLOADABLE ELECTRONIC PUBLICATIONS, NAMELY, E-BOOKS, NEWSPLETTERS
BAR EDGE	CCH Incorporated	United States	Common Law							
CALIFORNIA BAR EDGE	CCH Incorporated	United States	Common Law							
CASEBOOKCONNECT	CCH Incorporated	United States	Common Law							
CASENOTE	CCH Incorporated	United States	Registered	Registered	77/879482	11/24/2009	3,972,381	06/07/2011	9	DOWNLOADABLE ELECTRONIC PUBLICATIONS
CASENOTE	CCH Incorporated	United States	Registered	Registered	77/981171	11/24/2009	3,972,352	06/07/2011	16	DOWNLOADABLE ELECTRONIC PUBLICATIONS
CONNECTED CASEBOOK	CCH Incorporated	United States	Common Law							
CONNECTED PROOFS	CCH Incorporated	United States	Common Law							
CONNECTED STUDY AIDS	CCH Incorporated	United States	Common Law							
CONNECTEDLAW SCHOOL SITE	CCH Incorporated	United States	Common Law							
CONNECTED REFERENCES	CCH Incorporated	United States	Common Law							
CRUNCHTIME	CCH Incorporated	United States	Common Law							
DIGITAL EVIDENCE	CCH Incorporated	United States	Common Law	Registered	77/632725	12/17/2008	3,647,367	06/30/2009	16	PRINTED MATERIALS, NAMELY, BOOKS ON THE SUBJECT OF LAW



Mark	Owner	Country	Status	Substatus	Application Number	Application Date	Registration Number	Registration Date	Classes	Goods/Services
EMANUEL	CCH Incorporated	United States	Registered	Registered	77632419	12/12/2008	3,647,366	06/30/2009	9	ELECTRONIC PUBLICATIONS, BOOKS, ON THE SUBJECT OF LAW, RECORDING COMPACT DISC MEDIA
EMANUEL BAR REVIEW	CCH Incorporated	United States	Registered	Registered	77632296	12/12/2008	3,666,218	08/11/2009	41	EDUCATIONAL SERVICES, NAMELY, PROVIDING LIVE AND VIDEO AUDIO, ON-LINE WORKSHOPS AND COURSES FOR PREPARATION FOR THE BAR EXAMINATION
EMANUEL BAR REVIEW	CCH Incorporated	United States	Registered	Registered	77632319	12/12/2008	3,666,219	08/11/2009	16	PRINTED MATERIALS, NAMELY, WORKBOOKS, TEXTBOOKS, INSTRUCTORS' GUIDES FOR PREPARATION FOR THE BAR EXAMINATION
EMANUEL BAR REVIEW	CCH Incorporated	United States	Registered	Registered	77632356	12/12/2008	3,666,221	08/11/2009	9	ELECTRONIC PUBLICATIONS, ON THE SUBJECT OF LAW
EMANUEL CRUNCHTIME	CCH Incorporated	United States	Registered	Registered	77632434	12/12/2008	3,654,035	07/14/2009	9	PUBLICATIONS, NAMELY, BOOKS TO ASSIST LAW SCHOOL STUDENTS TO CRAM FOR IMPENDING FINAL EXAMS RECORDED ON COMPUTER MEDIA
EMANUEL LAW IN A FLASH	CCH Incorporated	United States	Common Law	Registered	77632281	12/12/2008	3,721,121	12/08/2009	16	PRINTED MATERIALS, NAMELY, BOOKS ON THE SUBJECT OF LAW

Mark	Owner	Country	Status	Substatus	Application Number	Application Date	Registration Number	Registration Date	Classes	Goods/Services
EMANUEL LAW OF HINES	CCH Incorporated	United States	Registered	Registered	77632276	12/12/08	3741267	01/26/09	9	ELECTRONIC PUBLICATIONS ON THE SUBJECT OF LAW RECORDER ON COMPILER MEDIA
EXAMINES & PUBLICATIONS FRIEDMAN'S PRACTICE SERIES	CCH Incorporated	United States	Common Law							
GLANNON GUIDES	CCH Incorporated	United States	Common Law							
Judge's Head Design	CCH Incorporated	United States	Registered	Registered	75021541	12/12/05	2010243	10/27/06	18	BROOKS PAMPHLETS LEAFLETS OF HINES AND FLASH CARDS ON THE SUBJECT OF LAW
Judge's Head Design	CCH Incorporated	United States	Registered	Registered	77632192	12/12/08	3678996	09/08/09	9	ELECTRONIC PUBLICATIONS NAMED BOOKS OF LAW RECORDED ON COMPILER MEDIA
 LAWIN A FLASH	CCH Incorporated	United States	Registered	Registered	7500899	12/14/07	1514356	11/29/08	16	LEGAL STUDY AIDS NAMEDLY FLASH CARDS
LAW SIMULATION SERIES	CCH Incorporated	United States	Common Law							
LEARNING EDGE	CCH Incorporated	United States	Common Law							
NEW YORK BAR EXAM	CCH Incorporated	United States	Common Law							
PRACTICE PACK	CCH Incorporated	United States	Common Law							

TRADEMARK  
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Mark	Owner	Country	Status	Substatus	Application Number	Application Date	Registration Number	Registration Date	Classes	Goods/Services
PRACTICERRECT	CCH Incorporated	United States		Pending	90/360016	12/04/2000			41; 42	EDUCATIONAL SERVICES; NAMELY, PROVIDING VIDEOS, PRACTICE TESTS, AND PROGRESS TRACKING TOOLS FOR THE REVIEW AND TESTING OF LEGAL CONCEPTS TEST PREPARATION SERVICES AND PROVIDING COURSE MATERIALS IN CONNECTION THEREWITH; PROVIDING TEMPORARY USE OF AN ONLINE NON-DOWNLOADABLE INTERACTIVE STUDY AID FOR CORE LEGAL CONCEPTS; PROVIDING TEMPORARY USE OF ONLINE NON-DOWNLOADABLE STUDY GUIDES AND PRACTICE TESTS
SHIBBY'S	CCH Incorporated	United States	Registered	Registered	75/031342	12/12/1995	21012081	10/29/1996	18	BOOKS, PAMPHLETS, LEAFLETS, OUTLINES, AND FLASH CARDS ON THE SUBJECT OF LAW
STRATEGIES & TACTICS (Simplified)	CCH Incorporated	United States	Registered	Registered	75/038012	12/28/1995	21010303	10/22/1996	16	BOOKS, PAMPHLETS, LEAFLETS, OUTLINES, AND FLASH CARDS ON THE SUBJECT OF LAW
STRATEGIES AND TECHNIQUES	CCH Incorporated	United States	Common Law							
THE MINDFUL LEGAL WRITER	CCH Incorporated	United States	Common Law							