

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725445

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
McLaughlin-Miran, Inc.	FORMERLY mStoner, Inc.	01/01/2021	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	PlatformQ Education, Inc.		
Street Address:	100 Crescent Road, Suite 4		
City:	Needham		
State/Country:	MASSACHUSETTS		
Postal Code:	02494		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90261428	HIGHEREDLIVE	
CORRESPONDENCE DATA			
Fax Number:	6176462222		
<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:	6176462000		
Email:	cfsargent@sherin.com		
Correspondent Name:	C. Forbes Sargent III, Esq.		
Address Line 1:	101 Federal Street		
Address Line 2:	c/o Sherin and Lodgen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	John B. Shinn, Attorney of Record		
SIGNATURE:	/John B. Shinn/		
DATE SIGNED:	05/03/2022		
Total Attachments: 4			
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OP \$40.00 90261428

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), with an effective date of January 1, 2021 (the “**Effective Date**”), is made by McLaughlin-Miran, Inc. f/k/a mStoner, Inc., an Illinois corporation, with its principal offices at 500 W. Madison St., #1000, Chicago, IL 60611 (“**Seller**”), in favor of PlatformQ Education, Inc., a Delaware corporation, with its principal offices at 100 Crescent Rd., Suite 4, Needham, MA 02494 (“**Buyer**”), the purchaser of certain assets of Seller pursuant that certain Letter Agreement between Buyer and Seller, dated December 17, 2020 (the “**Agreement**”).

WHEREAS, under the terms of the Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office (“**USPTO**”).

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, all of Seller's right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(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.

2. Recordation and Further Actions. Seller hereby authorizes the USPTO to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the Effective Date.

SELLER:

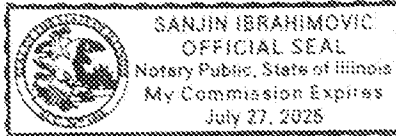
McLaughlin-Miran, Inc. f/k/a mStoner, Inc.

By: [Signature]
Name: [Signature]
Title: CEO

State of Illinois
County of Cook

This instrument was acknowledged before me on 03/23/2022 by Vukobrat Stokich Miran as CEO of McLaughlin-Miran, Inc. f/k/a mStoner, Inc.

[Signature]
Notary Public



AGREED TO AND ACCEPTED:

BUYER:

PlatformQ Education, Inc.

By: [Signature]
Name: [Signature]
Title: CEO

Commonwealth of Massachusetts
County of Middlesex

On this 28th of April, 2022, before me, John B. Shinn the undersigned notary public, personally appeared Anton E. den Bijsse, proved to me through satisfactory evidence of identification, which were driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledgment to me that he signed it voluntarily for its stated purpose

(as CEO for PlatformQ Education, Inc.)

[Signature]
Notary Public Signature

