

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM730131

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900679181		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bakpax Inc.		09/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Teacher Synergy LLC		
Street Address:	111 East 18th Street		
Internal Address:	11th floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5671597	BAKPAX	
Registration Number:	5835712	PAX CORPS	
Serial Number:	87896502	BAKPAX	
CORRESPONDENCE DATA			
Fax Number:	2129318521		
<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:	2125098800		
Email:	info@byrnepoh.com		
Correspondent Name:	Byrne Poh LLp		
Address Line 1:	400 Rella BLVD		
Address Line 2:	Suite 165, #106		
Address Line 4:	Suffern, NEW YORK 10901		
ATTORNEY DOCKET NUMBER:	0216090.120		
NAME OF SUBMITTER:	Matthew T. Byrne		
SIGNATURE:	/Matthew T Byrne/		
DATE SIGNED:	05/25/2022		

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of September 1, 2021, is made by Bakpax Inc., a Delaware corporation (“**Seller**”), in favor of Teacher Synergy LLC, a Delaware limited liability company (“**Buyer**”) (Seller and Buyer, each a “**Party**,” and collectively, the “**Parties**”).

WHEREAS, Seller is the owner of the Assigned Trademarks (defined below);

WHEREAS, Seller and Buyer have entered in that certain Asset Purchase Agreement, dated September 1, 2021 (the “**Asset Purchase Agreement**”); and

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, including without limitation the Assigned Trademarks, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

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

1. Assignment. Seller hereby irrevocably conveys, transfers, and assigns to Buyer and its successors and assigns, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

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

(b) all rights to prosecute applications or any new applications for the Assigned Trademarks and enjoy the benefits of any registrations resulting therefrom;

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

(d) 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

(e) any and all claims and causes of action with respect to any of the foregoing (including filing and prosecuting opposition, cancellation and similar proceedings), 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 Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding

entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment, and Seller hereby requests that all appropriate trademark offices issue the Assigned Trademarks in the name of Seller. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, 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 reasonably necessary to effect, evidence, record, obtain, maintain, enforce, defend, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto. Seller hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents, as Seller's agents and attorneys-in-fact to act for and in behalf and instead of Seller, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Seller.

3. Exclusion of Warranties. EXCEPT AS SET FORTH IN THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THE ASSET PURCHASE AGREEMENT, THE ASSIGNED TRADEMARKS ARE ASSIGNED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF OR RELATED TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OR ENFORCEABILITY.

4. Terms of the Asset Purchase Agreement. The Parties acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

6. Successors and Assigns. The right, title and interest assigned hereunder is to be held and enjoyed by Buyer and Buyer's successors and assigns as fully and exclusively as it would have been held and enjoyed by Seller had this assignment not been made. This Trademark Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

7. Governing Law. This Trademark 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 Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York,

without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Trademark Assignment as of the date first written above.

Bakpax Inc.

By: Jose Ferreira

Name: Jose Ferreira

Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

Teacher Synergy LLC

By: TpT Holdco, LLC,
its Managing Member

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Trademark Assignment as of the date first written above.

Bakpax Inc.

By: _____

Name: Jose Ferreira

Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

Teacher Synergy LLC

By: TpT Holdco, LLC,
its Managing Member

By: Joseph Holland

Name: Joseph Holland

Title: Chief Executive officer