

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM745592

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900690917		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Travelers Education Group		04/27/2022	Non-Profit Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TGN Community, LLC		
<b>Street Address:</b>	433 Plaza Real		
<b>Internal Address:</b>	Suite 275		
<b>City:</b>	Boca Raton		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33432		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88674067	TRAVCON	
<b>Serial Number:</b>	88674076	TRAVCON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2033255001		
<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>	2033255049		
<b>Email:</b>	mholmes@fdh.com		
<b>Correspondent Name:</b>	Matthew Holmes		
<b>Address Line 1:</b>	Six Landmark Square		
<b>Address Line 2:</b>	Floor Six		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06901		
<b>NAME OF SUBMITTER:</b>	Matthew Holmes		
<b>SIGNATURE:</b>	/Matthew Holmes/		
<b>DATE SIGNED:</b>	08/03/2022		
<b>Total Attachments: 5</b>			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Agreement”) is effective as of April 27, 2022 by and between TGN Community, LLC, a Delaware limited liability company (“Assignee”) and Travelers Education Group, a Nebraska nonprofit corporation (“Assignor”).

**WITNESSETH:**

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement by and among Assignor and Assignee, dated as of the date hereof (the “Purchase Agreement”), which provides, among other things, for sale, assignment, conveyance and transfer of certain assets to Assignee, including certain Intellectual Property (as defined in the Purchase Agreement). This Agreement is made and delivered in accordance with the Purchase Agreement in order to evidence the transfer of interest in the Intellectual Property as provided in the Purchase Agreement.

WHEREAS, Assignor and Assignee desire that all of Assignor’s respective rights, titles and interests in and to all Intellectual Property owned or held by Assignor be assigned, transferred, conveyed and delivered to Assignee.

NOW, THEREFORE, pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

2. Assignment of Intellectual Property Rights.

(a) Assignment. Assignor hereby irrevocably assigns, sells, conveys, delivers and transfers to Assignee all right, title and interest in and to any and all Intellectual Property owned or held by Assignor (including, but not limited to, the Intellectual Property listed on Exhibit A hereto, including any and all common law rights associated with the Intellectual Property), together with the goodwill of the Business relating to the products and services on or in connection with which the Intellectual Property is used (as applicable) and symbolized thereby, and registrations and pending registration applications thereof, together with all income, royalties, and damages hereafter due or payable to Assignor with respect to the Intellectual Property, including without limitation, damages, and payments for past, present, or future infringements and misappropriations of the Intellectual Property, with the right to sue for, and collect the same for Assignee’s use and benefit and for the use and benefit of Assignee’s successors and assigns.

(b) Further Assurances. Assignor agrees to execute and deliver to Assignee, promptly upon request, any additional documents that are reasonably necessary to record or perfect Assignee’s interest in, ownership of or title to the Intellectual Property, to clear any encumbrances on the Intellectual Property, or otherwise give full effect to the purposes of this Agreement.

3. Miscellaneous.

(a) Amendment. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

(b) Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

(d) Purchase Agreement. Nothing contained in this Agreement will in any way supersede, modify, amend, waive or otherwise affect any of the provisions set forth in the Purchase Agreement, including without limitation any of the representations, warranties, covenants and agreements set forth therein, this Agreement being intended only to effect the transfer by Assignor to Assignee of the Intellectual Property. In the event of any conflict or inconsistency between the Purchase Agreement and this Agreement, the Purchase Agreement will control.


(e) Counterparts. This Agreement may be executed in one or more original or facsimile counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

**[Signature Page Follows]**

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

**ASSIGNOR:**

TRAVELERS EDUCATION GROUP

By:   
Name: Philip Light  
Title: President

*[Signature Page to Assignment of Intellectual Property]*

**TRADEMARK**  
**REEL: 007775 FRAME: 0392**

ASSIGNEE:

TGN COMMUNITY, LLC

By:   
Name: Tim McKenzie  
Title: President

*[Signature Page to Assignment of Intellectual Property]*

**Exhibit A**

**Trademark Registrations:**

<b>Owner of Record</b>	<b>Trademark</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Registration Date</b>
Travelers Education Group	TRAVCON (Class 35)	88-674,067	6,064,037	05/26/2020
Travelers Education Group	TRAVCON (Class 41)	88-674,076	6,064,038	05/26/2020