

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM743353

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STRATEGIC PLANNING ONLINE LLC		07/25/2022	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	CORDANCE OPERATIONS LLC		
Street Address:	16 W. MARTIN STREET		
City:	RALEIGH		
State/Country:	NORTH CAROLINA		
Postal Code:	27601		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	97414663	SPOL OPTICS	
Registration Number:	3391310	STRATEGIC PLANNING ONLINE EMPOWER YOUR P	
Registration Number:	3397655	STRATEGIC PLANNING ONLINE	
Registration Number:	4432523	PLAN, EXECUTE, AND DELIVER RESULTS	
Registration Number:	4443016	STRATEGIC PLANNING ONLINE	
Registration Number:	5831835	SPOL	
Registration Number:	6423125	DIAMOND POWERED BY SPOL	
Registration Number:	6345530	TRANSFORM YOUR INSTITUTION	
CORRESPONDENCE DATA			
Fax Number:	3367338473		
<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:	336-721-3747		
Email:	Trademarkswinston@wbd-us.com		
Correspondent Name:	Randel S. Springer		
Address Line 1:	Womble Bond Dickinson (US) LLP		
Address Line 2:	One West Fourth Street		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101		
ATTORNEY DOCKET NUMBER:	112535.16.9		

CH \$215.00 97414663

NAME OF SUBMITTER:	Randel S. Springer
SIGNATURE:	/Randel S. Springer/
DATE SIGNED:	07/25/2022
Total Attachments: 7 source=Cordance - SPOL - IP Assignment Agreement - Executed#page1.tif source=Cordance - SPOL - IP Assignment Agreement - Executed#page2.tif source=Cordance - SPOL - IP Assignment Agreement - Executed#page3.tif source=Cordance - SPOL - IP Assignment Agreement - Executed#page4.tif source=Cordance - SPOL - IP Assignment Agreement - Executed#page5.tif source=Cordance - SPOL - IP Assignment Agreement - Executed#page6.tif source=Cordance - SPOL - IP Assignment Agreement - Executed#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this “Agreement”) dated as of July 25, 2022, is made by and between Cordance Operations LLC, a Delaware limited liability company (“Assignee”), and Strategic Planning Online LLC, a Florida limited liability company (“Assignor”), pursuant to that certain Asset Purchase Agreement dated as of even date herewith between Assignee (as Buyer thereunder), Assignor (as Seller thereunder), and Andrew Davies, an individual and the sole member of Assignor (the “Purchase Agreement”).

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to transfer, assign and deliver all of such Assignor’s right, title and interest in, to and under any and all Transferred Intellectual Property, to the Assignee, free and clear of all Liens.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual agreements, provisions and covenants contained herein and in the Purchase Agreement, and subject to and in accordance with the Purchase Agreement, the parties hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and sets over to Assignee all Intellectual Property of Assignor, including, without limitation, its entire right, title and interest throughout the world in and to the Transferred Intellectual Property (including, without limitation, the Transferred Intellectual Property set forth on Schedule 1 hereto), together with the goodwill of the business symbolized by the Transferred Intellectual Property therein, including, without limitation, any registrations that issue from pending applications and any renewals and extensions thereof, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, 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, as well as all rights to any actions, causes of action and rights to recover damages and payments for past, present or future infringements or misappropriations thereof.

2. Recordation. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Transferred Intellectual Property, and to issue all corresponding registrations to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

3. No Assignment of Excluded Assets. Assignee acknowledges and agrees that the Assignor is not assigning or selling, and the Assignee is not purchasing, any of the Assignor’s right, title, or interest in or to any of the Excluded Assets, all of which will remain the sole and exclusive property of Assignor after the Closing.

4. Effective Time. This Agreement shall be deemed to be effective between the parties as of the Closing.

5. Further Assurances. From time to time after the date hereof, Assignor will execute and deliver, or arrange for the execution and delivery of, any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, instruments of conveyance and transfer, or other instruments or documents and take or arrange for such other actions as may reasonably be requested by Assignee to effect, evidence, perfect or complete more effectively any of the transactions provided for in this Agreement.

6. Purchase Agreement. This Agreement is executed and delivered in connection with the Purchase Agreement, and all of the terms and conditions of the Purchase Agreement are hereby incorporated herein by this reference. Nothing contained in this Agreement shall be deemed to alter, diminish or expand in any manner whatsoever any of the provisions of, or any of the rights and obligations of the parties hereto under, the Purchase Agreement, and this Agreement is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement. Nothing in this Agreement is intended to create any broader obligations of the parties hereto than those contemplated in the Purchase Agreement. In the event of any conflict between the Purchase Agreement and this Agreement, the Purchase Agreement shall control.

7. Miscellaneous. Section 8 of the Purchase Agreement shall apply mutatis mutandis to this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, each party hereto has duly executed this Agreement as of the date first above written.

ASSIGNOR:

STRATEGIC PLANNING ONLINE LLC

DocuSigned by:
Andrew Davies

By: _____

10012330E57E4DC...

Name: Andrew Davies

Title: Chief Executive Officer

ASSIGNEE:

CORDANCE OPERATIONS LLC

By: _____

Name: John Bennett

Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 007799 FRAME: 0774

IN WITNESS WHEREOF, each party hereto has duly executed this Agreement as of the date first above written.

ASSIGNOR:

STRATEGIC PLANNING ONLINE LLC

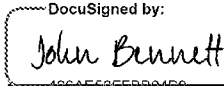
By: _____

Name: Andrew Davies

Title: Chief Executive Officer

ASSIGNEE:

CORDANCE OPERATIONS LLC

By:  _____

Name: John Bennett

Title: Chief Executive Officer

SCHEDULE 1

Attached.

Schedule 2.1.7 "Transferred Intellectual Property"

1. The Following Registered Trademarks:

<u>Mark</u>	<u>REGISTRATION #</u>	<u>RENEWAL DATE</u>	<u>STATUS</u>
1. TRANSFORM YOUR INSTITUTION	6345530	5-11-2026	ACTIVE
2. DIAMOND POWERED BY SPOL	6423125	7-20-2026	ACTIVE
3. SPOL	5831835	8-13-2024	ACTIVE
4. PLAN, EXECUTE, AND DELIVER RESULTS	4432523	11/12/2022 – 11/13/2023	ACTIVE
5. STRATEGIC PLANNING ONLINE	4443016	12/3/2022 – 12/4/2023	ACTIVE
6. STRATEGIC PLANNING ONLINE EMPOWER YOUR PLANNING PROCESS (and design) ACTIVE	3391310	3-4-2027	
7. STRATEGIC PLANNING ONLINE (and design) ACTIVE	3397655	3-18-2027	

2. The Following Unregistered Trademarks:

1. SPOL OPTICS – U.S. Trademark Application Serial No. 97414663
2. DIAMOND



3. The following Internet Domains:

- a. SPOL.NET
- b. SPOL.COM
- c. SPOL.US
- d. ACCREDITATIONONLINE.COM
- e. ASSESSMENTSOFTWARE.COM
- f. ASSESSMENTSOFTWARE.INFO
- g. ASSESSMENTSOFTWARE.NET
- h. ASSESSMENTSOFTWARE.ORG
- i. ASSESSMENTSOFTWAREONLINE.COM
- j. ASSESSMENTONLINE.COM
- k. ASSESSMENTONLINE.NET
- l. ASSESSMENTONLINE.ORG
- m. HIGHEREDUCATIONSOFTWARE.INFO
- n. HIGHEREDUCATIONSOFTWARE.NET
- o. HIGHEREDUCATIONSOFTWARE.ORG
- p. spoltest.com
- q. STRATEGICPLANNINGONLINE.COM
- r. STRATEGICPLANNINGPROGRAM.COM
- s. STRATEGICPLANNINGSOFTWARE.INFO
- t. STRATEGICPLANNINGSOFTWARE.NET
- u. STRATEGICPLANNINGSOFTWARE.ORG
- v. STRATEGICPLANNINGSOFTWAREONLINE.COM
- w. STUDENTLEARNINGOUTCOME.COM
- x. STUDENTLEARNINGOUTCOME.INFO
- y. STUDENTLEARNINGOUTCOME.NET
- z. STUDENTLEARNINGOUTCOME.ORG
- aa. STUDENTLEARNINGOUTCOMES.COM
- bb. STUDENTLEARNINGOUTCOMES.INFO

Cordance APA Schedules
Final

cc. STUDENTLEARNINGOUTCOMES.NET
dd. STUDENTLEARNINGOUTCOMES.ORG
ee. EASYSTRATEGICPLAN.COM
ff. ACCREDITATIONONLINE.NET
gg. ACCREDITATIONONLINE.ORG
hh. MYLEARNINGOBJECTS.NET
ii. accreditationexperts.com
jj. HIGHEREDUCATIONSOFTWARE.COM
kk. LEARNINGOBJECTS.US

4. adavies@spoi.com
5. adavies@strategicplanningonline.com

Buyer will provide Member access to adavies@spoi.com and adavies@strategicplanningonline.com for the sole purpose of deleting Transaction Communications and archiving personal emails not related to the Business for a period of ninety (90) days post-Closing. For clarity, Member agrees not to send emails from such accounts.