

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM750216

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CoreAxis, LLC		04/29/2022	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Plato eLearning Holdings, LLC		
Street Address:	2750 Rasmussen Road, Suite 107		
City:	Park City		
State/Country:	UTAH		
Postal Code:	84098		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	97130025	COREMETHOD	
Serial Number:	97129980	COREAXIS	
Serial Number:	97129970	COREACADEMY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	9188355997		
Email:	shiers@mcguirewoods.com		
Correspondent Name:	Fredericka J. Sowers		
Address Line 1:	501 Fayetteville Street		
Address Line 2:	Suite 500		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
NAME OF SUBMITTER:	Fredericka J. Sowers		
SIGNATURE:	/Fredericka J. Sowers/		
DATE SIGNED:	08/22/2022		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Assignment”), dated as of April 29, 2022 (the “Effective Date”), is by and between CoreAxis, LLC, a Massachusetts limited liability company (“Assignor”), and Plato eLearning Holdings, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor, Assignee, and the other parties thereto entered into that certain Asset Purchase and Contribution Agreement on the Effective Date (the “Purchase Agreement”);

WHEREAS, Assignor is the owner of the Transferred Intellectual Property (as defined in the Purchase Agreement), which includes, without limitation the registered trademarks listed on the attached Schedule A (the “Trademarks”), certain domain names listed on the attached Schedule B (the “Domain Names”), certain unregistered designs and logos listed on the attached Schedule C (collectively the “Designs”), and certain trade secrets; and

WHEREAS, in furtherance of the transactions contemplated by the Purchase Agreement, Assignor has agreed to assign to Assignee the Transferred Intellectual Property, and all rights, titles and interests in and to the Transferred Intellectual Property, and the parties wish to record such assignment in the U.S. Patent and Trademark Office, as applicable.

NOW, THEREFORE, in consideration of the amounts paid in the Purchase Agreement and other good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Intellectual Property. Effective as of the date hereof, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest in and to (i) the Transferred Intellectual Property; (ii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past, present, and future infringements thereof; (iii) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (iv) all goodwill and moral rights associated therewith; and (v) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.
2. Additional Documents. Assignor shall execute any other documents, provide such reasonable assistance, and perform such other reasonable actions, in each case at Assignee’s expense, as may be reasonably required to carry out the purposes of the Agreement, vest and record title in the name of Assignee or its designee, and file, prosecute, register, defend, and enforce the Transferred Intellectual Property.
3. Incorporation by Reference. The terms of the Purchase Agreement, including but not limited to the representations, warranties, covenants, agreements, and indemnities relating to the Transferred Intellectual Property, are incorporated herein by reference. The parties acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded, modified, expanded, limited, replaced, amended, changed, waived, or otherwise affected hereby but shall remain in full force and effect to the full extent provided therein. Notwithstanding anything contained herein to the contrary, in the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. No Effect on Purchase Agreement. Notwithstanding any other provision of this Assignment, nothing contained herein, express or implied, shall in any way supersede, modify, expand, limit, replace, amend, change, rescind, waive, or otherwise affect any of the provisions of the Purchase Agreement, including, but not limited to, any representations, warranties, covenants, agreements, or indemnities of Assignor or Assignee. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.
5. Binding Effect. This Assignment shall inure to the benefit of and be binding upon Assignor and Assignee and their respective successors and assigns.
6. No Third-Party Beneficiary. The terms and provisions of this Assignment are intended solely for the benefit of the parties hereto and their respective successors or permitted assigns, and it is not the intention of the parties hereto to confer third-party beneficiary rights upon any other Person.
7. Amendment. This Assignment may be amended, supplemented, or modified only by a written instrument duly executed by or on behalf of Assignor and Assignee.
8. Governing Law; Jurisdiction; Waiver of Jury Trial. This Assignment shall be governed by and construed in accordance with the Purchase Agreement provisions denoted by the headings Governing Law; Dispute Resolution; Forum; and Waiver of Jury Trial.
9. Invalid Provisions. If any provision of this Assignment is held to be illegal, invalid, or unenforceable under any present or future law, and if the rights or obligations of any party under this Assignment will not be materially and adversely affected thereby, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom and in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.
10. Headings. The headings contained in this Assignment are for reference purposes only and will not affect in any way the meaning or interpretation of this Assignment.
11. Counterparts; Facsimile Copies. This Assignment may be executed in one or more counterparts, each of which as so executed shall be deemed to be an original but all of which together shall constitute one and the same instrument. A facsimile or electronic signature shall be acceptable as an original for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the Effective Date.

ASSIGNOR:

COREAXIS, LLC

By: Mark Zides
Name: Mark Zides
Title: President

ASSIGNEE:

PLATO ELEARNING HOLDINGS, LLC

By: _____
Name: Mark A. Nelson
Title: Secretary

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 007828 FRAME: 0463

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the Effective Date.

ASSIGNOR:

COREAXIS, LLC


By: _____

Name: Mark Zides

Title: President

ASSIGNEE:

PLATO ELEARNING HOLDINGS, LLC

By:  _____

Name: Mark A. Nelson

Title: Secretary

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 007828 FRAME: 0464

Schedule A

Registered Trademarks

Serial No.	Filing date	Mark	Class Registered
97130025	Nov. 17, 2021	COREMETHOD	Class 035
97129980	Nov. 17, 2021	COREAXIS	Class 035
97129970	Nov. 17, 2021	COREACADEMY	Class 035 and Class 41

Schedule B

Domain Names

- Domains:

coreaxis.biz	Active	3/14/23	On	\$16.99	3/14/20	https://coreaxis.com
coreaxis.com	Active	6/26/22	On	\$8.85	6/26/01	
coreaxis.education	Active	3/14/23	On	\$17.99	3/14/20	https://coreaxis.com/
coreaxis.info	Active	3/14/23	On	\$17.99	3/14/20	https://coreaxis.com
coreaxis.me	Active	3/14/23	On	\$15.99	3/14/20	https://coreaxis.com
coreaxis.technology	Active	3/14/23	On	\$17.99	3/14/20	
COREAXISCONSULTING.COM	Active	6/13/22	On	\$8.85	1/12/15	
COREAXISONLINE.COM	Active	6/13/22	On	\$8.85	11/21/13	
coreaxisrecruiting.com	Active	6/13/22	On	\$8.85	3/24/16	
coreaxistalent.com	Active	6/13/22	On	\$8.85	10/3/12	
coremethod.io	Active	9/24/22	On	\$37.99	9/24/20	
thecoreaxis.com	Active	3/13/23	On	\$8.85	3/13/20	https://coreaxis.com

Schedule C

Designs

Courses:

Adapting to the New Working Model

Building Trust & Credibility

Coaching and Mentoring

Coaching for Performance

Creating a Culture of High Performing Teams

Diversity & Inclusion

Diversity to Boost Innovation

Influencing Others

Managing Effective Interviews

Motivating Yourself and Others

Respectful Workplace

The EQ Leader

Virtual Performance Management

Accountability in the Workplace

Conducting Engaging & Effective Virtual Meetings

Preparing For and Having Difficult Conversations

Preparing Your Return to the Office