

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM785207

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900736543		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RYAN MEDICAL EDUCATION LLC		12/05/2022	Limited Liability Company: CONNECTICUT
RECEIVING PARTY DATA			
Name:	McGraw Hill LLC		
Street Address:	1325 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5616019	BOARDS AND BEYOND	
Registration Number:	5616020	BB BOARDS & BEYOND	
Registration Number:	5979618	BB BOARDS & BEYOND STUDY SMARTER	
CORRESPONDENCE DATA			
Fax Number:	9142880023		
<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:	914-821-9072		
Email:	tmdocket@leasonellis.com		
Correspondent Name:	Karin Segall c/o Leason Ellis LLP		
Address Line 1:	One Barker Avenue, 5th Floor		
Address Line 4:	White Plains, NEW YORK 10601		
ATTORNEY DOCKET NUMBER:	05842/814663-000		
NAME OF SUBMITTER:	Karin Segall		
SIGNATURE:	/karinsegall/		
DATE SIGNED:	02/07/2023		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into as of December 5, 2022 (the "Effective Date"), by and between Ryan Medical Education LLC, a Connecticut limited liability company (d/b/a Boards & Beyond) with an address at 8 Wood Pond Road, West Hartford, CT 06107 ("Assignor"), and McGraw Hill LLC, a Delaware limited liability company with an address at 1325 Avenue of the Americas, New York, NY 10019 ("Assignee"). Assignor and Assignee are individually referred to herein as a "Party", and collectively as the "Parties".

RECITALS

WHEREAS, Assignor, Assignee and, solely with respect to Article III, Article VIII, Article IX, and Article X thereto, the Seller Owner have entered into that certain Asset Purchase Agreement, dated as of December 5, 2022 (the "Purchase Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, in connection with the Purchase Agreement, the parties to the Purchase Agreement desire that Assignor transfer to Assignee all of the right, title and interest of Assignor in and to the trademarks (together with all goodwill associated therewith and symbolized thereby in each case), domain name and copyrights set forth on Attachment A attached hereto (the "Assigned IP").

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Assigned IP, and Assignor wishes to assign such right, title and interest in and to such Assigned IP to Assignee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties agree as follows:

1. Transfer of Assigned IP. Assignor does hereby irrevocably sell, transfer, convey, assign and deliver to Assignee and its successors and assigns, and Assignee does hereby unconditionally accept: (a) all of Assignor's right, title and interest in and to the Assigned IP; (b) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to the Assignor with respect to any of the foregoing; (c) all claims, causes of action and enforcement rights, whether currently pending, filed, or otherwise, with respect to the Assigned IP, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned IP; and (d) all other rights, privileges, protections or obligations, liabilities and responsibilities of any kind whatsoever of Assignor accruing under any of the foregoing.

2. Proxy Service and Electronic Transfer for Domain Names. Assignor hereby authorizes and requests, or will cause any proxy service that registered any of the domain names included in the Assigned IP on Assignor's behalf to authorize or request, the applicable registration

TRADEMARK

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authority to transfer such domain names from Assignor or such proxy service, as the case may be, to Assignee. Assignor agrees to cooperate with Assignee to initiate and complete the transfer process in relation to such domain names electronically from Assignor's account to Assignee's account and servers.

3. Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, Assignor shall provide any further necessary documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned IP in Assignee, its successors and assigns. Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other governmental authority to record and register this Agreement upon request by Assignee. If the Assignee is unable, after reasonable effort, to secure the Assignor's signature on any such documentation for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as such Assignor's agent and attorney-in-fact, to act for and in such Assignor's behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to further the prosecution, issuance and perfection of patent, trademark, copyright or other intellectual property registrations or any other legal protection thereon with the same legal force and effect as if executed by such Assignor.

4. Entire Agreement. This Assignment and the Purchase Agreement reflect the entire understanding of the Parties relating to the sale, assignment, transfer, conveyance and delivery of the Assigned IP from Assignor to Assignee, and supersedes all prior agreements, understandings or letters of intent between or among the Parties regarding the subject matter of this Assignment and the Purchase Agreement.

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

6. Governing Law. This Assignment and all disputes or controversies arising out of or relating to this Assignment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

7. Submission to Jurisdiction. Each of the Parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Assignment brought by any Party or its successors or assigns against the other Party shall be brought and determined in the Court of Chancery of the State of Delaware, provided, that if jurisdiction is not then available in the Court of Chancery of the State of Delaware, then any such legal action or proceeding may be brought in any federal court located in the State of Delaware or any other Delaware state court, and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the Parties agrees not to commence any action, suit or proceeding relating thereto except in the courts described above in Delaware, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in Delaware as described herein.

8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

9. pdf Signature. This Assignment may be executed by .pdf signature or by other similar means of electronic transmission and a .pdf or other electronically transmitted signature shall constitute an original for all purposes.

10. Purchase Agreement Shall Control. Nothing in this Assignment shall change, amend, limit, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement or any liability or obligation of the Assignor or Assignee arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the Parties with respect to the Assigned IP. In the event that any of the provisions of this Assignment are determined to conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

Remainder of page intentionally left blank.

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

ASSIGNOR:

RYAN MEDICAL EDUCATION LLC

By: 
Name: Dr. Jason Ryan
Title: Chief Executive Officer

ASSIGNEE:

MCGRAW HILL LLC

By: _____
Name: Garet Guthrie
Title: Chief Financial Officer

Signature Page to IP Assignment Agreement

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

ASSIGNOR:

RYAN MEDICAL EDUCATION LLC

By: _____

Name:

Title:

ASSIGNEE:

MCGRAW HILL LLC


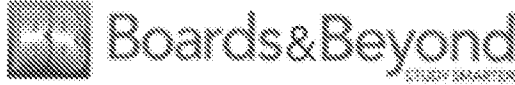
By: Garet Guthrie _____

Name: Garet Guthrie

Title: Chief Financial Officer

Attachment A

Trademark Registrations

Mark	Reg. No./App. No.
BOARDS AND BEYOND Boards and Beyond	5,616,019
BB BOARDS & BEYOND 	5,616,020
BB BOARDS & BEYOND STUDY SMARTER & Design 	5,979,618

Domain Name

Name	Registrar
boardsbeyond.com	GoDaddy.com

Copyrights

All unregistered copyrights owned by Assignor.

Social Media Identifiers

Facebook - @boardsbeyond
Instagram - @boardsbeyond
YouTube - Boards and Beyond (<https://www.youtube.com/c/BoardsandBeyond>)
Twitter - @boardsandbeyond
LinkedIn - Boards and Beyond (<https://www.linkedin.com/company/boards-and-beyond>)