

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809003

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MGJDMG, INC		05/08/2023	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	STEP BY STEP LEARNING LLC		
Street Address:	3207 Brynwood Dr		
City:	Whitehall		
State/Country:	PENNSYLVANIA		
Postal Code:	18052		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5324802	COACH KANGAROO	
Registration Number:	5324804	LEARNING LLAMA	
Registration Number:	5324803	TEACHING TIGER	
Registration Number:	5324801	PROFESSOR PANDA	
Registration Number:	5401951	EDVENTURE ZOO	
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>			
Email:	billf@fitzpatrickip.com		
Correspondent Name:	William Fitzpatrick		
Address Line 1:	626 Wilshire Blvd.		
Address Line 2:	Suite 410		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
NAME OF SUBMITTER:	William Fitzpatrick		
SIGNATURE:	/William Fitzpatrick/		
DATE SIGNED:	05/09/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

Between

MGJDMG, INC

And

STEP BY STEP LEARNING LLC

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of the 8th day of May 2023 (the "**Effective Date**"), is made by and between MGJDMG, INC ("**Assignor**"), a Florida corporation located at 28184 Herring Way Bonita Springs, Florida 34135 and STEP BY STEP LEARNING LLC ("**Assignee**"), a Pennsylvania limited liability company located at 3207 Brynwood Dr Whitehall, PA 18052 (together the "**Parties**").

WITNESSETH

WHEREAS, Assignor and Assignee are commonly owned;

WHEREAS, Assignor and Assignee are in the business of educational programs ("**Business Purpose**");

WHEREAS, Assignor is the record owner of certain trademarks, registered with the United States Patent and Trademark Office, details of which are set forth in **Exhibit "A"** attached hereto, and in connection with the Business Purpose that would indicate an affiliation with Assignor or otherwise serve as a source identifier of services, together with trade dress and other indicia of origin associated with such trademarks;

WHEREAS, Assignor and Assignee are both duly authorized and capable of entering this Trademark Assignment; and

WHEREAS, the Parties, by this Trademark Assignment, desire to establish Assignee's right to use the Assigned Trademark on a perpetual global basis for the Business Purpose.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

"**Effective Date**" has the meaning set forth in the preamble.

"**Assignee**" has the meaning set forth in the preamble.

"**Assignor**" has the meaning set forth in the preamble.

2. Assignment. Assignor does hereby sell, assign, transfer, and set over to Assignee and Assignee hereby accepts all of Assignor's right, title, and interest in and to the following:

2.1 the trademarks registration set forth in Exhibit A 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;

2.2 all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

2.3 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

2.4 any and all claims and causes of action with respect to any of the foregoing, 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.

3. Warranty. Assignor warrants that Assignor is the record owner of all right, title, and interest in the Assigned Trademarks, that the Assignment Trademarks have not been previously pledged, assigned, or encumbered, and that this Assignment does not infringe on the rights of any person.

4. Recordation and Further Actions. Assignor 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 upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

5. Entire Agreement. This Trademark Assignment constitutes the sole agreement of the Parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

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

7. Severability. If one or more provisions of this Trademark Assignment are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Assignment, (ii) the balance of the Assignment will be interpreted as if such provision were so excluded and (iii) the balance of the Assignment will be enforceable in accordance with its terms.

8. Advice of Counsel. EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS TRADEMARK ASSIGNMENT. THIS TRADEMARK ASSIGNMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

[Signatures on Following Page]

ASSIGNOR:

MGJDMG, INC

By: Michael Grabarits

Title: Founder and Owner

Signature: *Michael Grabarits*

Date: 5/8/2023

ASSIGNEE

STEP BY STEP LEARNING LLC

By: Michael Grabarits

Title: Founder and Owner

Signature: *Michael Grabarits*

Date: 5/8/2023

EXHIBIT A

ASSIGNED TRADEMARKS

Mark	Registration Number	Jurisdiction	Registration Date
COACH KANGAROO	5324802	U.S.	Oct. 31, 2017
LEARNING LLAMA	5324804	U.S.	Oct. 31, 2017
TEACHING TIGER	5324803	U.S.	Oct. 31, 2017
PROFESSOR PANDA	5324801	U.S.	Oct. 31, 2017
EDVENTURE ZOO	5401951	U.S.	Feb. 13, 2018