

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM857862

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Step By Step Learning, LLC		05/15/2023	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	MGT of America Consulting, LLC		
Street Address:	4320 West Kennedy Boulevard		
Internal Address:	Suite 200		
City:	TAMPA		
State/Country:	FLORIDA		
Postal Code:	33609		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	5456481	CONNECTING TO THE CLASSROOM	
Registration Number:	5944505	CONNECTING TO THE CLASSROOM: THE ROUTINE	
Registration Number:	5944506	CONNECTING TO THE CLASSROOM: PLANNING ME	
Registration Number:	3484027	STEP BY STEP LEARNING...LEARNING ONE STE	
Registration Number:	3484026	STEP BY STEP LEARNING	
Registration Number:	3484029	STEP BY STEP LEARNING ...LEARNING ONE ST	
Serial Number:	97195731	SGAT SMALL GROUP AUTOMATION TOOL	
Registration Number:	4587128	TEACH ME TO LEARN AT HOME	
Registration Number:	4582902	TEACH ME TO LEARN AT HOME	
Registration Number:	4587129	TEACH ME TO LEARN AT HOME	
Registration Number:	4582899	TEACH ME TO LEARN AT HOME	
Registration Number:	5324802	COACH KANGAROO	
Registration Number:	5324803	TEACHING TIGER	
Registration Number:	5324804	LEARNING LLAMA	
Registration Number:	5324801	PROFESSOR PANDA	
Registration Number:	5401951	EDVENTURE ZOO	
Registration Number:	5556765	TEACHABLE MOMENTUM	
Registration Number:	3504211	THE INSTITUTE FOR LITERACY AND LEARNING	
		TRADEMARK	

CH \$665.00 5456481

Property Type	Number	Word Mark
Registration Number:	3464781	THE INSTITUTE FOR LITERACY AND LEARNING
Registration Number:	3483897	STRAIGHT TALK BY THE EXPERTS
Serial Number:	77302890	STRAIGHT TALK...BY THE EXPERTS
Serial Number:	77371722	STRAIGHT TALK BY THE AUTHORS
Serial Number:	77371730	STRAIGHT TALK POWER HOUR
Registration Number:	3588214	STRAIGHT TALK LIVE CHAT
Registration Number:	3484046	STRAIGHT TALK BY THE EXPERTS AN SBRR INS
Registration Number:	3556187	STRAIGHT TALK LIVE CHAT AN SBRR INSTITUT

CORRESPONDENCE DATA

Fax Number: 8132270498
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.
Phone: 813-227-7401
Email: mmason@trenam.com
Correspondent Name: Monica B. Mason, Esq.
Address Line 1: 101 E. KENNEDY BLVD.
Address Line 2: SUITE 2700
Address Line 4: TAMPA, FLORIDA 33602

NAME OF SUBMITTER:	Monica B. Mason, Esq.
SIGNATURE:	/monica b. mason/
DATE SIGNED:	12/02/2023

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** ("IP Assignment"), effective as of May 15, 2023 (the "Effective Date"), is made by Step By Step Learning, LLC, a Pennsylvania limited liability company (the "Assignor"), in favor of MGT of America Consulting, LLC, a Florida limited liability company ("Assignee").

WHEREAS, under the terms of that certain Asset Purchase Agreement dated as of the date hereof, by and among the Assignor, Assignee and other parties thereto (the "Purchase Agreement"), Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, including all rights, title, and interest in and to the Company Intellectual Property, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the U.S. Copyright Office, state trademark offices, and other corresponding entities or agencies in any applicable jurisdictions worldwide. Any capitalized term used but not defined in this IP Assignment shall have the meaning set forth in the Purchase Agreement.

NOW THEREFORE, for good and valuable consideration (including the Purchase Price and other consideration set forth in the Purchase Agreement), the receipt and adequacy of which Assignor hereby acknowledges, the parties intending to be legally bound hereby agree as follows:

1. **Assignment**. Assignor hereby irrevocably sells, grants, conveys, transfers, and assigns to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title, and interest in the United States and the world, in and to the following, including, without limitation, all federal, state, foreign, statutory and common law rights, and all trademark, copyright, patent, intellectual property rights and moral rights, in and to the Company Intellectual Property, together with the goodwill of the business connected with the use of, and symbolized by, the Marks and the Company Intellectual Property:

(a) all (i) Patents and Patent applications; (ii) registered Marks, material unregistered Marks and pending applications for registration of the Marks, together with the goodwill of the business connected with the use of, and symbolized by, the Marks; (iii) registered Copyrights, material unregistered Copyrights and pending applications for registration of the Copyrights; (iv) Domain Names; (v) Company Software; and (vi) other Company Intellectual Property, as defined in the Purchase Agreement, including, but not limited to, those items set forth on Schedule 1 hereto;

(b) all applications and registrations for the Company Intellectual Property, including but not limited to, the intellectual property registrations set forth on Schedule 1 hereto, and all issuances, extensions, divisions, continuations, continuations-in-part, reissues, reexaminations, and renewals thereof; all registrations and applications for registration of the Company Intellectual Property; the right to apply for any of the foregoing Company Intellectual Property in the United States Patent and Trademark Office, in the U.S. Copyright Office, in state trademark offices, with domain name registrars, and throughout the world; and, similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to any such law;

(c) 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;

(d) all licenses and similar contractual rights with respect to any of the foregoing granted by Assignor to any third party ("Licenses");

(e) 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

(f) 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.

2. **Recordation and Further Actions.** Assignor hereby authorizes any appropriate governmental body or official, including but not limited to the United States Patent and Trademark Office, the U.S. Copyright Office, state trademark offices, and corresponding entities or agencies in any jurisdictions worldwide, to record and register this IP Assignment upon request by Assignee. Following the date hereof, Assignor shall take such additional 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 reasonably necessary to effect, evidence, or perfect the assignment of the Company Intellectual Property to Assignee, or any assignee or successor thereto.

3. **Terms of the Purchase Agreement.** The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Company Intellectual Property. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. 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. **Counterparts; Electronic Signature.** This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy, including by DocuSign or other electronic or digital signature, of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

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

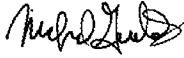
6. **Governing Law**. This IP Assignment is governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware.

[signature page to follow]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this IP Assignment as of the date first above written.

Assignor:

STEP BY STEP LEARNING, LLC

By: 
Name: Michael J. Grabarits
Title: President

AGREED TO AND ACCEPTED:

ASSIGNEE:

MGT OF AMERICA CONSULTING, LLC,
a Florida limited liability company

By: _____
A. Trey Traviesa, President

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this IP Assignment as of the date first above written.

Assignor:

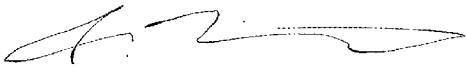
STEP BY STEP LEARNING, LLC

By: _____
Name: _____
Title: _____

AGREED TO AND ACCEPTED:

ASSIGNEE:



MGT OF AMERICA CONSULTING, LLC,
a Florida limited liability company



By:  _____
A. Troy Traviesa, President

SCHEDULE 1

COMPANY INTELLECTUAL PROPERTY

Trademarks:

Trademark	Reg. No.	Reg. Date	Ser. No.	Filing Date	Owner
CONNECTING TO THE CLASSROOM	5456481	May 1, 2018	87356774	March 2, 2017	Step by Step Learning, LLC
CONNECTING TO THE CLASSROOM: THE ROUTINES OF A POLISHED PHONICS LESSON	5944505	December 24, 2019	87356826	March 2, 2017	Step by Step Learning, LLC
CONNECTING TO THE CLASSROOM: PLANNING MEANINGFUL FUN FOR ALL STUDENTS WHILE I TEACH SMALL GROUPS	5944506	December 24, 2019	87357336	March 3, 2017	Step by Step Learning, LLC
STEP BY STEP LEARNING...LEARNING ONE STEP AT A TIME	3484027	August 12, 2008	77348755	December 11, 2007	Step by Step Learning, LLC
STEP BY STEP LEARNING	3484026	August 12, 2008	77348739	December 11, 2007	Step by Step Learning, LLC
Step By Step Learning <i>...learning one step at a time</i>	3484029	August 12, 2008	77348961	December 11, 2007	Step by Step Learning, LLC
	N/A	N/A	97195731	December 29, 2021	Step by Step Learning, LLC
TEACH ME TO LEARN AT HOME	4587128	August 19, 2014	85964393	June 19, 2013	Step by Step Learning, LLC
	4582902	August 12, 2014	85964248	June 19, 2013	Step by Step Learning, LLC

	4587129	August 19, 2014	85964415	June 19, 2013	Step by Step Learning, LLC
TEACH ME TO LEARN AT HOME	4582899	August 12, 2014	85964078	June 19, 2013	Step by Step Learning, LLC
COACH KANGAROO	5324802	October 31, 2017	86983135	February 16, 2016	Step by Step Learning, LLC
TEACHING TIGER	5324803	October 31, 2017	86983136	February 15, 2016	Step by Step Learning, LLC
LEARNING LLAMA	5324804	October 31, 2017	86983137	February 15, 2016	Step by Step Learning, LLC
PROFESSOR PANDA	5324801	October 31, 2017	86983134	February 16, 2016	Step by Step Learning, LLC
EDVENTURE ZOO	5401951	February 13, 2018	86531534	February 11, 2015	Step by Step Learning, LLC
TEACHABLE MOMENTUM	5556765	September 4, 2018	87511066	June 29, 2017	Step by Step Learning, LLC
 The Institute For Literacy and Learning	3504211	September 23, 2008	77350170	December 12, 2007	Step by Step Learning, LLC
THE INSTITUTE FOR LITERACY AND LEARNING	3464781	July 8, 2008	77350159	December 12, 2007	Step by Step Learning, LLC
STRAIGHT TALK BY THE EXPERTS	3483897	August 12, 2008	77328911	November 14, 2007	Step by Step Learning, LLC

Mark	Application / Registration No.	Class	Status
Straight Talk...By The Experts	77-302,890	041	Abandoned Application
Straight Talk By The Authors	77-371,722	041	Abandoned Application
Straight Talk Power Hour	77-371,730	041	Abandoned Application
Straight Talk Live Chat	3,588,214	041	Cancelled Registrations
Straight Talk By The Experts An SBRR Institute (Logo)	3,484,046	041	Cancelled Registrations

STRAIGHT TALK <small>AS A SERVICE OF</small>			
Straight Talk Live Chat An SBRR Institute (Logo) STRAIGHT TALK <small>AS A SERVICE OF</small> <i>LIVE CHAT</i>	3,556,187	041	Cancelled Registrations

Domains:

- Atozebra.info
- Buyedventurezoo.com
- Buyedventurezoo.info
- Buyedventurezoo.net
- Buyedventurezoo.org
- Buyprofessorpanda.com
- Buyprofessorpanda.info
- Buyprofessorpanda.net
- Buyprofessorpanda.org
- Coachkangeroo.com
- Coachkangeroo.info
- Coachkangeroo.net
- Coachkangeroo.org
- Edventurezoo.com
- Edventurezoo.info
- Edventurezoo.net
- Edventurezoo.org
- Instituteforliteracyandlearning.com
- Instituteforliteracyandlearning.org
- Learningllama.info
- Learningllama.net
- Learningllama.org
- Meetcoachkangeroo.com
- Meetcoachkangeroo.info
- Meetcoachkangeroo.net
- Meetcoachkangeroo.org
- Ordercoachkangeroo.com
- Ordercoachkangeroo.info
- Ordercoachkangeroo.net
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- Orderlearningllama.org
- Orderprofessorpanda.com
- Orderprofessorpanda.info
- Orderprofessorpanda.net
- Orderprofessorpanda.org
- Orderteachingtiger.com
- Orderteachingtiger.info
- Orderteachingtiger.net
- Orderteachingtiger.org
- Professorpanda.info
- Professorpanda.org
- Purchasecoachkangeroo.com
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- Purchaseprofessorpanda.com
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- Purchaseprofessorpanda.org
- Purchaseteachingtiger.com
- Purchaseteachingtiger.info
- Purchaseteachingtiger.net
- Purchaseteachingtiger.org
- Sbsl.org
- Sgat.online
- Stepbysteplearning.com
- Stepbysteplearning.org
- Teach-me-2-read-at-home.com
- Teach-me-2-read-at-home.org
- Teach-me-at-home.biz
- Teach-me-at-home.com
- Teach-me-at-home.info
- Teach-me-at-home.net
- Teach-me-at-home.org
- Teach-me-at-home.us
- Teach-me-to-read-at-home.com
- Teach-me-to-read-at-home.info
- Teach-me-to-read-at-home.net
- Teach-me-to-read-at-home.org
- Teach-me-to-read-at-home.us
- Teachablemomentum.com

TRADEMARK

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- Teachablemomentum.net
- Teachablemomentum.org
- Teachingtiger.com
- Teachingtiger.info
- Teachingtiger.net
- Teachingtiger.org
- Teachme2learnathome.com
- Teachme2learnathome.info
- Teachme2learnathome.net
- Teachme2learnathome.org
- Teachme2readathome.com
- Teachme2readathome.org
- Teachmetolearnathome.com
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- Theinstituteofliteracyandlearning.com
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