

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM867972

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Destiny Solutions Parent Holding Company		12/31/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Modern Campus USA Inc.		
Street Address:	1320 Flynn Road		
Internal Address:	Suite 100		
City:	Camarillo		
State/Country:	CALIFORNIA		
Postal Code:	93012		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6234435	EXPLORE	
Registration Number:	5561196	TAKING EDUCATION HIGHER	
Registration Number:	4511633	NUCLOUD	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216-586-7129		
Email:	nytef@jonesday.com		
Correspondent Name:	Carrie L. Kiedrowski		
Address Line 1:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281-1047		
ATTORNEY DOCKET NUMBER:	560255062001		
NAME OF SUBMITTER:	Carrie L. Kiedrowski		
SIGNATURE:	/Carrie L. Kiedrowski/		
DATE SIGNED:	01/12/2024		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is effective as of 12:08 a.m. (Eastern time) on December 31, 2023 (the "Effective Date"), and entered into by and between Destiny Solutions Parent Holding Company, a Delaware corporation ("Assignor"), and Modern Campus USA Inc., a California corporation ("Assignee") (collectively, the "Parties").

WHEREAS, DA Blocker Corp., a Delaware corporation ("DA Blocker"), is engaged in a legal entity simplification and restructuring of its Modern Campus platform, whereby certain of its direct or indirect subsidiaries are being consolidated, merged with and into each other, or otherwise restructured (the "Restructuring Project");

WHEREAS, the Parties are indirect subsidiaries of DA Blocker;

WHEREAS, in furtherance of the Restructuring Project, each of (i) Digital Architecture, LLC, a Delaware limited liability company ("DA LLC"), and (ii) Destiny Solutions U.S., Inc., a Delaware corporation ("Destiny"), each wholly owned subsidiaries of Assignor, merged with and into Assignor, with Assignor surviving (the "Mergers");

WHEREAS, pursuant to the Mergers, Assignor owns of all trademark(s) and service mark(s) used in connection with the business of DA LLC and Destiny, including but not limited to all common law rights, all application(s) and registration(s) thereof as shown in the attached Schedule A, and all goodwill of the business of DA LLC and Destiny associated therewith and symbolized thereby (the "Assigned Marks"); and

WHEREAS, Assignee is desirous of acquiring the exclusive right, title and interest in and to the Assigned Marks.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, sells, transfers, and conveys to Assignee, its successors and assigns, all of its right, title, and interest in and to the Assigned Marks, including without limitation, the trademarks (including as set forth on Schedule A), any renewals thereof, any common law rights to such Assigned Marks, all goodwill of the business associated therewith and symbolized by the Assigned Marks, the right to sue and to collect damages and payments for claims of past, present, and future infringement or misappropriation thereof, and any and all other tangible or intangible rights arising from or related to the Assigned Marks or Assignor's use of the Assigned Marks.

2. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to record Assignee as owner of the Assigned Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

3. Representations by Assignor. Assignor represents that it is the owner of all rights in and to the Assigned Marks and that it has the right to grant the assignment herein to Assignee.

4. Procedures. Assignor agrees that, upon request, it will, at Assignee's expense for any reasonable costs incurred, promptly furnish all necessary documentation relating to or supporting chain of title and confirming Assignee's ownership of all right, title, and interest in and to the Assigned Marks, and sign and deliver all papers, take all rightful oaths, and do all acts that may be reasonably necessary for vesting title to the Assigned Marks in Assignee, its successors and assigns. In the event Assignor fails to execute such documentation after a reasonable amount of time, Assignor hereby appoints Assignee with full and complete authority and power of attorney to act in the stead of Assignor and to execute and record as its attorney-in-fact such transfer documentation.

5. Successors and Assigns. This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

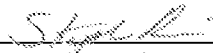
6. Entire Agreement; Counterparts. This Assignment, together with the attached Schedule A, constitutes the entire agreement, and supersedes any and all prior or contemporaneous agreements, whether written or oral, with regard to the Assigned Marks. No amendment, modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by the party to be bound. An executed copy of this Assignment may be delivered by means of a facsimile machine, email or other electronic transmission (including .pdf., tif, .gif, .jpeg or similar attachment to electronic mail files), and shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives on the Effective Date above.

ASSIGNOR

DESTINY SOLUTIONS PARENT HOLDING COMPANY

By:  _____

Name: Stephen Rice

Title: Vice President and Secretary

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 008315 FRAME: 0955

SCHEDULE A

Trademarks

Country	Trademark	Serial No.	Registration No.	Class number and services
United States	EXPLORE	88/329,232	6234435	42 Cloud computing featuring software for use by prospective college students to be able to compile, analyze, and collect data about colleges and their degree programs
United States	TAKING EDUCATION HIGHER	87/847,881	5561196	42 Cloud computing featuring software for use in catalog management and curriculum management for higher education institutions; Software as a service (SAAS) services featuring software for catalog management and curriculum management for higher education institutions; Software as a service (SAAS) services, namely, hosting software for use by others for use in catalog management and curriculum management for higher education institutions
United States	NUCLOUD	85/731,962	4511633	9 Computer software platforms for providing interactive maps in the field of educational and business facilities