

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI80101

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hayward-Yellen 100 Limited Partnership		01/31/2024	Limited Partnership: NEW MEXICO
RECEIVING PARTY DATA			
Company Name:	Strategic Education Technologies, LLC		
Street Address:	2041 East Square Lake Road		
Internal Address:	Suite 100		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48085		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3530300	BANK ON YOURSELF	
Registration Number:	4311834	THE ULTIMATE WEALTH-BUILDING AND RETIREMENT STRATEGY... WHETHER THE MARKET GOES UP, DOWN OR SIDeways	
Registration Number:	4260519	THE ULTIMATE FINANCIAL SECURITY BLANKET IN BOTH GOOD TIMES AND BAD	
Registration Number:	4446237		
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:	6176583393		
Email:	kristina.liburd@dbmlegalservices.com		
Correspondent Name:	Kristina Liburd		
Address Line 1:	6 Liberty Square		
Address Line 4:	Boston, MASSACHUSETTS 02109		
NAME OF SUBMITTER:	Kristina Liburd		
SIGNATURE:	Kristina Liburd		

OP \$115.00.00 77399338

DATE SIGNED:	03/08/2024
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Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”), dated as of January 31, 2024 (the “Effective Date”), is made by and between The Hayward-Yellen 100 Limited Partnership, a New Mexico limited partnership, having a principal place of business at 903 West Alameda, #526, Santa Fe, New Mexico 87501 (“Assignor”), and Strategic Education Technologies, LLC, a Delaware limited liability company, having a principal place of business at 2041 East Square Lake Road, Suite 100, Troy, Michigan 48085 (“Assignee”).

WHEREAS, Assignee and Assignor are parties to that certain Asset Purchase and Sale Agreement, dated January 31, 2024 (the “Purchase Agreement”). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment for recording with the United States Patent and Trademark Office, the United States Copyright Office, the Library of Congress, and any other Governmental Authorities as necessary.

WHEREAS, in connection with the consummation of the transactions contemplated by the Purchase Agreement, Assignor hereby desires to convey, transfer, and assign to Assignee all of Assignor’s right, title, and interest in, to, and under all of the Assigned IP (as hereinafter defined), and Assignee hereby desires accept from Assignor all of Assignor’s right, title, and interest in, to, and under all of the Assigned IP.

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

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, all of which Assignor represents and warrants are exclusively owned by Assignor free and clear of any encumbrances, and Assignee hereby accepts, all of Assignor’s right, title, and interest in, to, and under the following (collectively, the “Assigned IP”):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof, together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof;

(b) the copyrights registrations and applications set forth on Schedule 2 hereto, including, without limitation, any issuances, renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the copyrights, and in and to all rights corresponding to the foregoing throughout the world, and all the rights

embraced therein, including but not limited to, the right to duplicate, reproduce, copy, distribute, display, license, adapt, and prepare derivative works from the copyrights, together with all physical or tangible embodiments of the copyrights, in Assignor's possession or under Assignor's control;

- (c) the domain names set forth in Schedule 3 hereto;
- (d) all social media names and accounts set forth in Schedule 4 hereto;
- (e) in the case of each of the foregoing:

- i. 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; and

- ii. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, and/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 not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Assignor's Use and Enjoyment. The rights, title and interest assigned under Section 1 above shall be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this IP Assignment had not been made.

3. License of Likeness of Yellen. Assignor grants to Assignee a limited license to continue using the image and name of Yellen ("Yellen Likeness") in any manner as currently used in the Acquired Business. If Assignee intends to modify or otherwise used the Yellen Likeness in any way that is not in a manner that is currently used, Assignee shall do so only with the prior written consent of Yellen, which consent may be withheld in the sole discretion of Seller or Yellen.

4. Recordation. Assignor authorizes the Commissioner for Trademarks in the United States Patent Office, the Register of Copyrights in the United States Copyright Office, and any other governmental officials to record and register this IP Assignment upon request by Assignee.

5. Cooperation. Assignor agrees to perform all commercially reasonable acts deemed necessary or desirable by the Assignee to permit and assist the Assignee, at the Assignee's expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Assigned IP, to be assigned, or licensed to the Assignee under this Agreement. Such acts may include, but are not limited to, execution of documents and assistance or cooperation (i) in the filing, prosecution, registration, and memorialization of assignment of any applicable copyrights, trademark, mask work, or other applications, (ii) in the enforcement of any applicable patents, copyrights, trademark, mask work, moral rights, trade secrets, or other proprietary rights, and (iii) in other legal proceedings related to the Assigned IP. In the event that the Assignee is unable for

any reason to secure Assignor's signature(s) to any document required to file, prosecute, register, or memorialize the assignment of any copyright, trademark, mask work or other applications or to enforce any copyright, mask work, moral right, trade secret or other proprietary right under any Assigned IP (including derivative works, improvements, renewals, and extensions of such Assigned IP), Assignor hereby irrevocably designates and appoints the Assignee and the Assignee's duly authorized officers and agents as Assignor's agent and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor, (i) to execute, file, prosecute, register and memorialize the assignment of any such application or registration, (ii) to execute and file any documentation required for such enforcement, and (iii) to do all other lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of copyrights, mask works, moral rights or other rights under the Assigned IP, all with the same legal force and effect as if executed by Assignor.

6. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that 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.

7. 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.

8. Governing Law. This IP Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

9. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy 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.

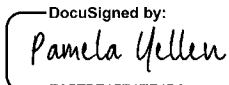
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed as of the Effective Date.

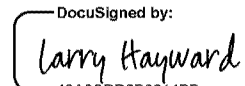
ASSIGNOR:

THE HAYWARD-YELLEN 100 LIMITED PARTNERSHIP

By: The Bali Trust
Its: General Partner

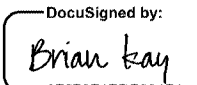
By:  _____
Name: Pamela G. Yellen
Its: Trustee

By: THE SEDONA TRUST
Its: General Partner


By:  _____
Name: Larry W. Hayward
Its: Trustee

ASSIGNEE:

STRATEGIC EDUCATION TECHNOLOGIES, LLC

By:  _____
Name: Brian Kay
Title: Chief Executive Officer

SCHEDULE 1**List of Trademarks**

<u>Mark</u>	<u>Registration Number</u>	<u>Classes</u>	<u>Registration Date</u>	<u>Status</u>
Bank On Yourself	3,530,300	9, 16, 35, 36, and 41	Nov. 11, 2008	Active
The Ultimate Wealth-Building Retirement Strategy... Whether the Market Goes Up, Down or Sideways	4,311,834	9, 16, 35, 36, and 41	Apr. 2, 2013	Active
The ultimate financial security blanket in both good times and bad	4,260,519	9, 16, 35, 36, and 41	Dec. 18, 2022	Active
	4,446,237	9, 16, 35, and 36	Dec. 10, 2013	Active

SCHEDULE 2**List of Copyrights**

<u>Full Title</u>	<u>Copyright Number</u>	<u>Date</u>
<u>5 Simple Steps to Bypass Wall Street.</u>	TX0008299250	2016
<u>Authorized Advisor Training Modules.</u>	TX0008742770	2017
<u>Authorized Advisor Training Modules.</u>	TX0008720683	2016
<u>Bank On Yourself Advisor Training.</u>	TX0008340421	2016
<u>Bank On Yourself Blogs 2010.</u>	TX0007421075	2011
<u>Bank On Yourself Blogs 2011.</u>	TX0007421084	2011
<u>Bank on yourself.com.</u>	TX0007418075	2011
<u>Bank On Yourself Email Communications.</u>	TX0009220195	2022
<u>Bank On Yourself Radio Scripts.</u>	SR0000682560	2011
<u>Bank On Yourself Revolution.</u>	TX0008347525	2016
<u>Bank on Yourself Revolution.</u>	TXu001894744	2014
<u>Bank on Yourself Special Report.</u>	TX0007515260	2011
<u>Bank on yourself special report.</u>	V3584D699	2010
<u>Bank On Yourself Special Report.</u>	TX0007217978	2010
<u>Bank on yourself. TX 6-963-033.</u>	V3584D697	2010
<u>Bank On Yourself Web and Blog 2016.</u>	TX0008640629	2016
<u>Bank On Yourself Web and Blog 2018.</u>	TX0008640643	2018
<u>Bank On Yourself Workshop.</u>	TX0008681276	2018
<u>BankOnYourself.com.</u>	TX0007160898	2009
<u>Become Your Own Source of Financing.</u>	TX0008299258	2016
<u>BOY Proposal.</u>	TX0008729850	2018
<u>BOY PSR 2013.</u>	TX0008733918	2013
<u>BOY Radio Spots for Rescue Book.</u>	TX0008849999	2019
<u>Financing Business Growth.</u>	TX0008299252	2016
<u>FindOutMoreNow.com.</u>	V3584D698	2010
<u>FindOutMoreNow.com.</u>	TX0007141717	2009
<u>Guide to a Guaranteed Lifetime Income.</u>	TX0009220192	2021
<u>How to Never Run Out of Money in Retirement.</u>	TX0009212531	2022
<u>Paying For College.</u>	TX0008308916	2016

<u>ReScue Your Retirement: Five Wealth-Killing Traps of 401(k)s, IRAs and Roth Plans?and How to Avoid Them!</u>	TX0008815968	2019
<u>Ultimate Retirement Plan Alternative.</u>	TX0008302925	2016
<u>Welcome Packet.</u>	TX0008299257	2016
<u>What's Your Financial IQ Quiz.</u>	TX0008151989	2015
<u>Your Money Revolution.</u>	TX0008298648	2014

SCHEDULE 3

List of Domain Names

1. bankonyourself.com
2. findoutmorenow.com

SCHEDULE 4

List of Social Media Accounts

1. www.linkedin.com/company/bank-on-yourself/
2. www.facebook.com/BankOnYourself
3. www.youtube.com/channel/UC_wpk148Icny8PGOEBmL3KA
4. instagram.com/bankonyourself