

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI48026

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Computing Technology Industry Association, Inc.		02/21/2024	Corporation: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	TestOut Corporation		
<b>Street Address:</b>	3500 Lacey Road, Suite 100		
<b>City:</b>	Downers Grove		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60515		
<b>Entity Type:</b>	Corporation: UTAH		
<b>PROPERTY NUMBERS Total: 24</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6044388	ETHICAL HACKER PRO	
<b>Registration Number:</b>	2671026	LABSIM	
<b>Registration Number:</b>	2724334	TESTOUT	
<b>Registration Number:</b>	6376189	TESTOUT CLIENT PRO	
<b>Registration Number:</b>	7188314	TESTOUT CYBERDEFENSE PRO	
<b>Registration Number:</b>	6376188	TESTOUT DESKTOP PRO	
<b>Registration Number:</b>	7188301	TESTOUT DIGITAL LITERACY PRO	
<b>Registration Number:</b>	6325503	TESTOUT ETHICAL HACKER PRO	
<b>Registration Number:</b>	6451507	TESTOUT ETHICAL HACKER PRO	
<b>Registration Number:</b>	7188635	TESTOUT HYBRID SERVER PRO	
<b>Registration Number:</b>	6325463	TESTOUT IT FUNDAMENTALS PRO	
<b>Registration Number:</b>	6325507	TESTOUT IT FUNDAMENTALS PRO	
<b>Registration Number:</b>	6325460	TESTOUT NETWORK PRO	
<b>Registration Number:</b>	6325505	TESTOUT NETWORK PRO	
<b>Registration Number:</b>	6325459	TESTOUT PC PRO	
<b>Registration Number:</b>	6325504	TESTOUT PC PRO	
<b>Registration Number:</b>	7188501	TESTOUT PRO CERTIFIED	
<b>Registration Number:</b>	6376193	TESTOUT ROUTING AND SWITCHING PRO	
<b>Registration Number:</b>	6325506	TESTOUT SECURITY PRO	
		<b>TRADEMARK</b>	

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Property Type	Number	Word Mark
Registration Number:	6325461	TESTOUT SECURITY PRO
Registration Number:	6376192	TESTOUT SERVER PRO 2016: IDENTITY
Registration Number:	6376191	TESTOUT SERVER PRO 2016: NETWORKING
Registration Number:	6376190	TESTOUT SERVER PRO 2016: INSTALL AND STORAGE
Registration Number:	5029774	THE LESSONS ONLY EXPERIENCE CAN TEACH

**CORRESPONDENCE DATA**

Fax Number: 9498519348

*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: 9498510633

Email: sbro@mwe.com,kdelcoure@mwe.com

Correspondent Name: Sarah E. Bro

Address Line 1: McDermott Will & Emery LLP

Address Line 2: 18565 Jamboree Road, Suite 250

Address Line 4: Irvine, CALIFORNIA 92612

**ATTORNEY DOCKET NUMBER:** 105633-0010

**NAME OF SUBMITTER:** GAYLE DELCOURE

**SIGNATURE:** GAYLE DELCOURE

**DATE SIGNED:** 03/18/2024

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Intellectual Property Assignment”) is made as of February 21, 2024, by and between The Computing Technology Industry Association, Inc., a Connecticut corporation (“Assignor”), and TestOut Corporation, a Utah corporation (“Assignee”), located at 3500 Lacey Rd., 100 Downers Grove, IL 60515.

### RECITALS

A. Assignor is the exclusive owner of all right, title, and interest in and to the Intellectual Property (as defined herein), including, without limitation, the Intellectual Property set forth on Schedule A hereto.

B. Assignor desires to assign all of its right, title and interest in and to any and all Intellectual Property to Assignee, and Assignee desires to acquire the Intellectual Property in accordance with the terms of this Assignment.

C. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Assignor and Assignee hereby agree as follows:

### AGREEMENT

1. “Intellectual Property” means all intellectual property rights anywhere in the world pertaining solely to Assignor’s business, including all (a) patents, patent applications, invention disclosures, and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof, utility models, design patents, and industrial design registrations, (b) trademarks, service marks, logos, domain names, social media identifiers and accounts, trade dress, and all other source or business identifiers, together with the goodwill symbolized by any of the foregoing, (c) works of authorship, copyrights and copyrightable subject matter (whether registered or unregistered, and whether or not published), including software and software code in any form, compilations, website content, marketing collateral, and training materials (and all translations, derivative works, adaptations, compilations, and combinations of the foregoing) , and any and all moral rights therein, (d) trade secrets, processes, systems, formulas, algorithms, and all other proprietary confidential information, ideas, inventions and know-how, and (e) all data, data collections, databases, and rights pertaining thereto, and (f) all applications and registrations for the foregoing.
2. Assignor hereby assigns, transfers, sells, conveys, and delivers to Assignee all of its right, title, and interest, in and to all of the Intellectual Property, free and clear of all encumbrances, in all countries throughout the world, 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 Assignment had not been made, including but not limited to,
  - a. all Intellectual Property set forth on Exhibit A hereto;

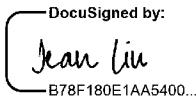
- b. All inventions, invention disclosures, discoveries and improvements (whether or not patentable), issued patents and patent applications, together with all reissues, continuations, continuations-in-part, revisions, divisionals, extensions, and reexaminations in connection therewith and counterparts thereof related to the Intellectual Property;
- c. All trademarks, service marks, trade dress, business names, trade names (including social media corporate identifiers), designs, logos, slogans, Internet domain names, email addresses, and all other indicia of source or origin, and all goodwill associated therewith; related to the Intellectual Property;
- d. All copyrights and copyrightable works, (including advertising and promotional materials, catalogs, policies and procedures, training materials, software code, compilations of data, and website content), whether registered or unregistered, and whether or not published, including all rights of authorship, use, publication, reproduction, distribution, performance, preparation of derivative works, transformation, and all rights of ownership of copyrightable works and all rights to register and obtain renewals and extensions of registrations and all other rights corresponding thereto related to the Intellectual Property;
- e. All common law rights, registrations, applications, extensions, and renewals for any of the foregoing;
- f. All trade secrets, know-how, confidential information, ideas, processes, proprietary information, technical information, customer lists, drawings and blueprints, information that derives economic value from not being generally known, and any other information that would constitute a trade secret as defined in the Uniform Trade Secrets Act and under corresponding Law and common law related to the Intellectual Property;
- g. Any other intellectual property rights relating to the Intellectual Property;
- h. The right to sue and recover for past infringements or misappropriations thereof and any and all corresponding rights;
- i. All copies and tangible embodiments of the foregoing (in whatever form or medium);
- j. all agreements pertaining to the Intellectual Property;
- k. The right to use, prepare, modify, reproduce, distribute, sell, license, or transfer the Intellectual Property, any compilations including the Intellectual Property, and any derivative works based on the Intellectual Property;
- l. The exclusive right to assign or license the Intellectual Property;
- m. All incomes, proceeds, royalties, license fees, and other payments now or hereafter derived from exploitation of the Intellectual Property;

- n. All rights to claims, causes of action or remedies related thereto and all causes of action heretofore accrued in Assignor's favor for past, present, and future infringement of the Intellectual Property; and
  - o. The right to sue for past and future damages and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.
3. Assignor hereby authorizes Assignee to request, and hereby requests, the Commissioner for Trademarks of the United States and any other official of any applicable governmental body or public or private registrar to record and issue any and all patents, trademark registrations and trademark applications including those set forth on Exhibit A to and in the name of Assignee. Assignor agrees to execute further agreements, assignments and other papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney, or other documentation) and to do such other acts as may be necessary or requested by Assignee to vest full title in and to the Intellectual Property in Assignee or that may be necessary to obtain, renew, issue or enforce the Intellectual Property. Assignor hereby authorizes Assignee, and does hereby make, constitute, and appoint Assignee, and its officers, agents, successors, and assigns with full power of substitution as Assignor's true and lawful attorney-in-fact, with the power, in Assignee's own name or the name of Assignor, to execute any such further instruments necessary to convey title to the Intellectual Property.
4. This Intellectual Property Assignment may be executed in any number of counterparts (including by PDF or other electronic means) and each and all thereof shall be deemed for all purposes one agreement.
5. This Intellectual Property Assignment shall be governed by and construed in accordance with (i) the Laws of the United States, in respect to trademark, copyright, and patent issues, and (ii) the internal Laws of the State of Illinois applicable to agreements made and to be performed entirely within the State of Illinois.
6. No amendment of any provision of this Intellectual Property Assignment shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any party of any provision of this Intellectual Property Assignment or any default or breach of covenant hereunder, whether intentional or not, will be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

The parties have caused this Intellectual Property Assignment to be executed as of the date first set forth above.

**ASSIGNOR:**

THE COMPUTING TECHNOLOGY  
INDUSTRY ASSOCIATION, INC.

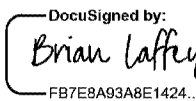
By:  \_\_\_\_\_  
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Name: Jean Liu

Title: Senior Vice President, General Counsel

**ASSIGNEE:**

TESTOUT CORPORATION

By:  \_\_\_\_\_  
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Name: Brian Laffey

Title: Chief Financial Officer

*[Signature Page to Intellectual Property Assignment]*

**EXHIBIT A****Patents**

<b>Patent</b>	<b>Patent Number</b>	<b>Issue Date</b>
SYSTEM AND METHOD FOR SIMULATING COMPUTER NETWORK DEVICES FOR COMPETENCY TRAINING AND TESTING SIMULATIONS	7200545	4/03/2007

**Trademarks**

<b>Trademark</b>	<b>U.S. Application No.</b>	<b>U.S. Registration No.</b>	<b>Registration Date</b>
ETHICAL HACKER PRO	88714798	6044388	4/28/2020
LABSIM	76132943	2671026	1/07/2003
TESTOUT	78149028	2724334	6/10/2003
TESTOUT CLIENT PRO	88939896	6376189	6/08/2021
TESTOUT CYBERDEFENSE PRO	97574095	7188314	10/10/2023
TESTOUT DESKTOP PRO	88939848	6376188	6/08/2021
TESTOUT DIGITAL LITERACY PRO	97574018	7188301	10/10/2023
TESTOUT ETHICAL HACKER PRO	88939336	6325503	4/20/2021
TESTOUT ETHICAL HACKER PRO	88889670	6451507	8/17/2021
TESTOUT HYBRID SERVER PRO	97576455	7188635	10/10/2023
TESTOUT IT FUNDAMENTALS PRO	88913713	6325463	4/20/2021
TESTOUT IT FUNDAMENTALS PRO	88939737	6325507	4/20/2021
TESTOUT NETWORK PRO	88912645	6325460	4/20/2021
TESTOUT NETWORK PRO	88939506	6325505	4/20/2021
TESTOUT PC PRO	88912618	6325459	4/20/2021
TESTOUT PC PRO	88939442	6325504	4/20/2021

<b>Trademark</b>	<b>U.S. Application No.</b>	<b>U.S. Registration No.</b>	<b>Registration Date</b>
TESTOUT PRO CERTIFIED	97575473	7188501	10/10/2023
TESTOUT ROUTING AND SWITCHING PRO	88940110	6376193	6/08/2021
TESTOUT SECURITY PRO	88939543	6325506	4/20/2021
TESTOUT SECURITY PRO	88912692	6325461	4/20/2021
TESTOUT SERVER PRO 2016: IDENTITY	88940057	6376192	6/08/2021
TESTOUT SERVER PRO 2016: NETWORKING	88939977	6376191	6/08/2021
TESTOUT SERVER PRO 2016: INSTALL AND STORAGE	88939932	6376190	6/08/2021
THE LESSONS ONLY EXPERIENCE CAN TEACH	86661555	5029774	8/30/2016

### **Copyrights**

<b>Title Of Work</b>	<b>Type Of Work</b>	<b>Registration Number</b>	<b>Registration Date</b>
[TestOut! A+ Core service technician CourseSim suite]	Computer File	TX0005294589	2/02/2001
[TestOut! A+ DOS/Windows service technician CourseSim suite]	Computer File	TX0005294590	2/02/2001
[TestOut! NDS design & implementation CourseSim suite]	Computer File	TX0005294588	2/02/2001
[TestOut! NetWare 5 administration CourseSim suite]	Computer File	TX0005294585	2/02/2001
[TestOut! NetWare 5 advanced administration CourseSim suite]	Computer File	TX0005294587	2/02/2001
[TestOut! NetWare : integrating Windows NT CourseSim suite]	Computer File	TX0005294591	2/02/2001
[TestOut! Networking technologies CourseSim suite]	Computer File	TX0005294580	2/02/2001
[TestOut! Service & support CourseSim suite]	Computer File	TX0005294578	2/02/2001
[TestOut! Administering Exchange Server 5.5 CourseSim suite]	Computer File	TX0005294577	2/02/2001



<b>Title Of Work</b>	<b>Type Of Work</b>	<b>Registration Number</b>	<b>Registration Date</b>
[TestOut! Administering SQL Server 7.0 CourseSim suite]	Computer File	TX0005294586	2/02/2001
[TestOut! Administering Windows 2000 directory services course suite]	Computer File	TX0005294582	2/02/2001
[TestOut! Administering Windows 2000 network infrastructure CourseSim suite]	Computer File	TX0005294583	2/02/2001
[TestOut! Administering Windows 2000 professional & server CourseSim suite]	Computer File	TX0005294579	2/02/2001
[TestOut! Cisco CCNA 2.0 course suite]	Computer File	TX0005294584	2/02/2001
[TestOut! Network+ CourseSim suite]	Computer File	TX0005294581	2/02/2001
Configuring Exchange Server 2007 70-236 V. 2.0.	Computer File	TX0007627325	1/08/2013
Ethical Hacker Pro.	Text	TX0008793697	8/30/2019
Ethical Hacker Pro.	Motion Picture	PA0002211098	8/30/2019
TestOut IT Fundamentals Pro.	Text	TX0008873722	5/14/2020
TestOut IT Fundamentals Pro.	Motion Picture	PA0002246904	5/14/2020
Security Pro.	Text	TX0008970202	5/13/2021
Security Pro.	Motion Picture	PA0002300260	5/13/2021
TestOut CyberDefense Pro.	Motion Picture	PA0002305624	7/06/2021
TestOut CyberDefense Pro.	Text	TX0008986107	7/06/2021
TestOut Network Pro.	Motion Picture	PA0002378653	9/22/2022
TestOut Network Pro.	Text	TX0009180726	9/23/2022
TestOut PC Pro.	Motion Picture	PA0002378481	9/22/2022
TestOut PC Pro.	Text	TX0009180684	9/23/2022

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