

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM357756

<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>
Scallions Sunbrook Franchising, LLC		10/02/2015	LIMITED LIABILITY COMPANY: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cadence Education, Inc.		
<b>Street Address:</b>	8767 E. Via de Ventura, Suite 200		
<b>City:</b>	Scottsdale		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85258		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3704727	SUNBROOK ACADEMY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9725356338		
<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>			
<b>Phone:</b>	2142240887		
<b>Email:</b>	jw@awh-llc.com		
<b>Correspondent Name:</b>	Allred Wilcox and Hartley PLLC		
<b>Address Line 1:</b>	1022 E 15th St		
<b>Address Line 4:</b>	Plano, TEXAS 75074		
<b>NAME OF SUBMITTER:</b>	Allred Wilcox & Hartley PLLC		
<b>SIGNATURE:</b>	/Allred Wilcox & Hartley PLLC/		
<b>DATE SIGNED:</b>	10/07/2015		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”), dated as of October 2, 2015, by and between, Scallions Sunbrook Franchising, LLC (the “Seller”) and Cadence Education, Inc. (the “Purchaser”), is being delivered pursuant to the terms of that certain Asset Purchase Agreement, dated as of September \_\_, 2015 (the “Purchase Agreement”), by and among Cadence Education, Inc. and Scallions Child Care Investments, LLC; Scallions Child Care Management, LLC; Scallions Sunbrook Franchising, LLC; Scallions Child Care Services, LLC, Scallions Bay Springs Academy, LLC; Scallions Stonebridge Academy, LLC; Scallions Sunbrook Carrollton, LLC; Scallions Sunbrook Mirror Lake, LLC; Scallions Sunbrook Stockbridge, LLC; Scallions Sunbrook Kennesaw, LLC; Scallions Sunbrook Douglasville, LLC and J. Thad Joiner. Capitalized terms used herein that are not otherwise defined have the meanings ascribed to such terms in the Purchase Agreement.

**WHEREAS**, the Seller has all right, title, and interest in and to the trademarks and service marks listed on Schedule A attached hereto and made a part hereof, together with the goodwill associated with such trademarks and services marks and all applications, registrations, renewals, and extensions thereof (collectively, the “Marks”); and

**WHEREAS**, pursuant to the terms of the Purchase Agreement, the Seller agreed to assign to the Purchaser all of the Seller’s right, title, and interest in and to the Marks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller hereby agrees as follows:

**Section 1. Assignment.** The Seller hereby irrevocably grants, transfers, assigns, and conveys to the Purchaser all its rights, title, and interest in and to the Marks, together with the goodwill of the business symbolized thereby.

**Section 2. Further Assurances.** The Seller hereby agrees, without further consideration therefor, to execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by the Purchaser to effectuate more fully the transactions contemplated by this Assignment.

**Section 3. Authorization to Record; Power of Attorney.** The Seller authorizes the appropriate authority or authorities whose duty it is to record trademark registrations, applications, and title thereto, to record the Marks and title thereto as the property of the Purchaser, its successors and assigns in accordance with the terms of this Assignment and at the Purchaser’s expense. The Seller hereby constitutes and appoints the Purchaser as its true and lawful attorney-in-fact, with full power of substitution in the Seller’s name and stead, to take any and all steps, including proceedings at law, in equity, or otherwise, to execute, acknowledge, and deliver any and all instruments and assurances solely as necessary in order to vest or perfect the aforesaid rights and causes of action more effectively in the Purchaser or to protect the same or to enforce any claim

or right of any kind with respect thereto. The Seller hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

**Section 4. Successors and Assigns.** This Assignment will be binding upon the Seller and their respective successors and assigns and will inure to the benefit of the Purchaser and its successors and assigns.

**Section 5. Conflicts.** Nothing contained in this Assignment will be deemed to supersede, modify, limit, or amend any of the rights or obligations of any party under the Purchase Agreement. This Assignment is subject in all events to the terms and conditions of the Purchase Agreement, and in the event of a conflict or inconsistency between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

**Section 6. Governing Law.** This Assignment shall be governed by and construed and interpreted in accordance with the substantive laws of the State of Delaware, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction.

**Section 7. Counterparts.** This Assignment may be executed in one or more counterparts, and each of which shall constitute an original instrument, but all such together shall constitute one and the same agreement. Signature by facsimile or emailed .PDF is hereby authorized.

[SEPARATE SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly authorized officer, as of the date first written above.

SELLER:

SCALLIONS SUNBROOK FRANCHISING, LLC

By:   
Thad Joiner, President

STATE OF GEORGIA

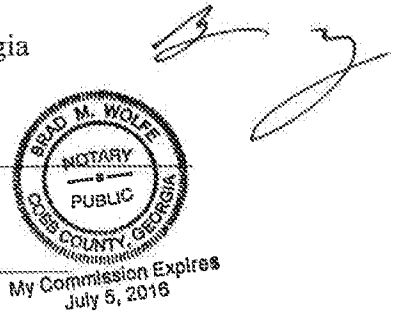
COUNTY OF Cobb

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of September 2015, by Thad Joiner, the President of Scallions Sunbrook Franchising, a Georgia limited liability company, on behalf of said company.

Notary Public in and for the State of Georgia

Notary's Printed or Typed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly authorized officer, as of the date first written above.

PURCHASER:

CADENCE EDUCATION, INC.

By: David Goldberg  
David Goldberg, Chief Executive Officer

STATE OF Maryland

COUNTY OF Montgomery

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of October 2015, by David Goldberg, the Chief Executive Officer of Cadence Education, Inc., a Delaware corporation, on behalf of said corporation.

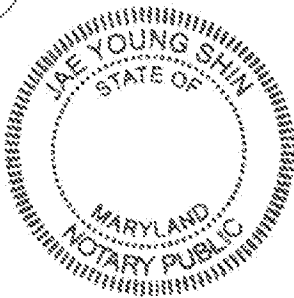
Notary Public in and for the State of Maryland

Notary's Printed or Typed Name: Jae Shin

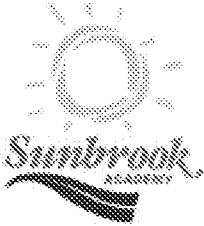
My Commission Expires: 07/21/19

Jae Shin

**Jae Young Shin**  
Notary Public of the State of Maryland  
This Commission Expires 7/21/2019



**SCHEDULE A**  
**MARKS**

<b>Mark</b>	<b>Type of Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>
"SUNBROOK ACADEMY"	Word Mark	2,261,170	July 13, 1999
	Design Mark	7,7685,120	December 25, 2001

[SCHEDULE A TO TRADEMARK ASSIGNMENT AGREEMENT]