

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM596019

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QuinStreet, Inc.		08/31/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EducationDynamics, LLC		
Street Address:	111 River Street, 10th Floor		
City:	Hoboken		
State/Country:	NEW JERSEY		
Postal Code:	07030		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2659411	CHEF2CHEF	
Registration Number:	3534104	WORLDWIDELEARN	
CORRESPONDENCE DATA			
Fax Number:	8887551450		
<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:	540-777-3459		
Email:	trademarks@cowanperry.com		
Correspondent Name:	Tara A. Branscom		
Address Line 1:	1328 3rd Street SW		
Address Line 4:	Roanoke, VIRGINIA 24016		
NAME OF SUBMITTER:	Tara A. Branscom		
SIGNATURE:	/Tara A. Branscom/		
DATE SIGNED:	09/04/2020		
Total Attachments: 9			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Assignment Agreement”), effective as of August 31, 2020 (“Effective Date”), is between EducationDynamics, LLC, a Delaware limited liability company (“Company”), and QuinStreet, Inc., a Delaware corporation (“Assignor”).

A. Pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (as it may be amended, restated or otherwise modified from time to time, the “Purchase Agreement”), by and between Company and Assignor, Assignor has agreed to sell to Company certain of the assets owned by Seller and that are Related to the Acquired Business, as such terms are defined in the Purchase Agreement, upon the terms and subject to the conditions set forth in the Purchase Agreement;

B. Pursuant to the Purchase Agreement, the execution and delivery of this Assignment Agreement is a condition precedent to the closing of the transactions contemplated by the Purchase Agreement; and

C. Assignor is willing to assign all rights it may have in and to certain Intellectual Property identified below that is Related to the Acquired Business, as defined in Section 2.01(k) of the Purchase Agreement, on the terms and subject to the conditions set forth in this Assignment Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Company, Assignor and Company agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Purchase Agreement.

2. Assignment. Effective as of the Effective Date, Assignor hereby irrevocably sells, transfers, assigns, sets over and conveys to Company, its successors and assigns, all of Assignor’s worldwide right, title and interest in and to the following:

(a) all Trade Secrets Related to the Acquired Business that are Purchased Assets (collectively, the “Assigned Trade Secrets”);

(b) the Marks listed on Exhibit A attached hereto and all goodwill associated therewith, (collectively, the “Assigned Marks”);

(c) all Copyrights Related to the Acquired Business that are Purchased Assets, including, without limitation, the Copyrights listed on Exhibit A attached hereto (collectively, the “Assigned Copyrights”);

(d) the URLs listed on Exhibit A attached hereto and the proprietary content in or related to such URLs that are Purchased Assets (the “Assigned URLs”, and together with the Assigned Trade Secrets, Assigned Marks and Assigned Copyrights, the “Assigned IP”);

(f) all of Assignor’s right to file patent, trademark and copyright applications in the United States and throughout the world for the Assigned IP in the name of Company, its successors and assigns; and

(g) all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights to causes of action and remedies, related to any of the Assigned IP, including without limitation all proceeds to infringement suits, the right to sue and prosecute for past, present and future infringement, misappropriation or other violation of rights related to the Assigned IP, and all rights corresponding thereto throughout the world for the Assigned IP.

3. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign jurisdictions, whose duty is to issue patents, trademarks or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Company and to record Company as owner of the Assigned IP, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Company, its successors, assigns or other legal representatives.

4. Further Assurances. Assignor shall use its commercially reasonable efforts to provide Company, its successors and assigns with all such assistance as it may reasonably request for the full utilization of the rights granted in Section 1, above, including, without limitation, upon request by Company to execute such applications and any further assignments or other documents or instruments, sign all lawful papers, and make such rightful oaths reasonably necessary to carry out the purposes or intent of this Assignment Agreement and to aid Company or its successors, assigns or other legal representatives to obtain and enforce proper protection for the Assigned IP in all jurisdictions and to record Company as owner of the Assigned IP, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Company, its successors, assigns or other legal representatives. Without limiting the foregoing, Assignor will use its commercially reasonable efforts to do all things necessary, proper or advisable to reasonably assist Company in transferring all Assigned URLs, including as applicable, placing each such Assigned URL in "unlocked" status and provide to Company the Internet domain name registrars' transfer authorization codes for each of Assigned URLs and any other information reasonably required to effectuate the transfer of Assignor's right, title and interest in the domain names to Company. Assignor shall not assert any right, title or interest in or to any of the Assigned IP and shall not use any of the Assigned IP except as may be expressly authorized by Company in writing.

5. General.

(a) Governing Law. This Assignment Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to its conflicts of law rules.

(b) Counterparts; Effectiveness. This Assignment Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The exchange of copies of this Assignment Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Assignment Agreement as to the parties and may be used in lieu of the original Agreement

for all purposes. This Assignment Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.

(c) Entire Agreement; No Third Party Beneficiaries. This Assignment Agreement, the Purchase Agreement, and the Ancillary Agreements constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter of this Assignment Agreement. Nothing in this Assignment Agreement, express or implied, is intended to or shall be construed to modify, expand, limit, supersede and/or otherwise affect in any way the terms, conditions, representations, warranties, covenants and other agreements set forth in the Purchase Agreement. To the extent that any provision of this instrument conflicts or is inconsistent with the terms and conditions set forth in the Purchase Agreement, the terms and conditions set forth in the Purchase Agreement shall govern and control in all respects. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by either party hereto. None of this Assignment Agreement or the Ancillary Agreements, nor any provision hereof or thereof, is intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

(d) Construction. The headings of the sections and paragraphs of this Assignment Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof. Whenever required by the context, and as used in this Assignment Agreement, the singular number shall include the plural and pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identification of the Person may require. Whenever the words "include," "includes" or "including" are used in this Assignment Agreement, they shall be deemed to be followed by the words "without limitation". Whenever the words "hereof," "herein," "hereunder," "hereby" and "herewith" and words of similar import is used in this Assignment Agreement, unless otherwise stated, such word shall be construed to refer to this Assignment Agreement as a whole and not to any particular section or provision of this Assignment Agreement. Reference to any party to this Assignment Agreement or any other agreement or document shall include such party's successors and permitted assigns. All references to a day or days shall be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided. Time is of the essence of each and every covenant, agreement and obligation in this Assignment Agreement.

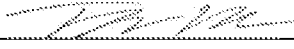
(e) Binding Agreement. This Assignment shall be binding on and inure to the benefit of Company and Assignor and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement on and as of the date first indicated above.

COMPANY: **EDUCATIONDYNAMICS, LLC**

By: EDDY LLC

By:  _____

Name: Thomas Wright

Title: CFO

ASSIGNOR: **QUINSTREET, INC.**

By: _____

Name:

Title:

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement on and as of the date first indicated above.

COMPANY: **EDUCATIONDYNAMICS, LLC**

By: EDDY LLC

By: _____

Name: Thomas Wright

Title: CFO

ASSIGNOR: **QUINSTREET, INC.**

By:  _____

Name: MARTIN J. COLLINS

Title: Chief Legal & Privacy Officer

EXHIBIT A
ASSIGNED IP

ASSIGNED MARKS:

Registered Marks:

Trademark	Country	App. #	Reg. #
CHEF2CHEF (STYLIZED)	USA	78/026613	2659411
WORLDWIDELEARN	Canada	1227904	TMA648600
WORLDWIDELEARN	USA	78/250512	3534104

Common Law Trademarks (Logos)/Tradenames:

None.

ASSIGNED COPYRIGHTS:

None.

ASSIGNED URLS:

1. aboutcareereducation.com
2. accountingcourses.org
3. accountingdegrees.com
4. allcolleges.org
5. allgraphicdesign.com
6. alliedhealthworld.com
7. allpsychologycareers.com
8. alluniversities.com
9. armystudyguide.com
10. armystudyguide.net
11. armystudyguide.org
12. armystudyguides.org
13. artdesignschools.com
14. artschoolreview.com
15. automechanicschools.com
16. bachelordegrees.net
17. beautyschoolcentral.com
18. canadianuniversities.org
19. careercolleges.com
20. careerschool.com
21. chef2chef.biz
22. chef2chef.com
23. chef2chef.info

24. chef2chef.net
25. chef2chef.org
26. chef2chef.us
27. chef2chefs.com
28. cheftochef.biz
29. cheftochef.com
30. cheftochef.info
31. cheftochef.net
32. cheftochef.org
33. cheftochef.us
34. citytowninfo.com
35. collegecertification.com
36. collegedirectory.net
37. college-directory.net
38. college-finder.com
39. computer-schools.org
40. computertrainingschools.com
41. criminal-justice-careers.com
42. culinary.info
43. culinaryyed.com
44. culinarieschools-usa.com
45. degree.net
46. designschools.org
47. design-training.com
48. edref.com
49. edref.org
50. educationbluebook.com
51. educationguys.com
52. eduformsone.com
53. fashioncareercenter.com
54. findtherightschool.com
55. getdegrees.com
56. gradsource.com
57. graduateuniversities.com
58. graphicdesignbasics.com
59. graphic-design-schools.com
60. graphic-design-schools.org
61. guidetodegrees.com
62. health-care-careers.net
63. health-care-careers.org
64. healthcarecollege.com
65. healthcarecolleges.com
66. healthcarejobs.org
67. inrdx.com
68. lpntraining.org
69. master-degree-online.com

70. mastersclasses.com
71. masterscolleges.com
72. mastersinteaching.org
73. mastersschools.com
74. mastersuniversities.com
75. matdegree.org
76. mbaprograms.info
77. mbaprograms.org
78. mechanicschools.com
79. mechanicschools.com
80. medicalandnursing-training.com
81. mswprograms.com
82. mswprograms.com
83. myonlinenursingdegree.com
84. nurseschools.com
85. nursingdegrees.com
86. nursing-schools.com
87. nutritionist-world.com
88. online-college.com
89. onlinecolleges.com
90. onlinecolleges.org
91. onlinedegrees.com
92. online-degrees.com
93. online-education.net
94. onlinelawdegrees.com
95. onlinemasterdegree.org
96. onlinemastersdegrees.com
97. onlinembadegrees.com
98. onlineschools.com
99. policeemployment.com
100. radiology-schools.com
101. rndegrees.net
102. rwm.org
103. school-directory.net
104. schools.com
105. schoolsgalore.com
106. schoolsintheusa.com
107. searchschoolsnetwork.com
108. shgresources.com
109. teachercertification.org
110. teacherportal.com
111. teachingonlinedegree.com
112. techdegrees.com
113. techschool.com
114. techschooldirectory.com
115. thenursingschool.com

116. thenursingschool.com
117. theonlinedegree.com
118. theonlinemba.com
119. topschools.org
120. trade-school.org
121. u101.com
122. u-101.com
123. ultrasoundtechnicians.com
124. usa-colleges.org
125. veterinarytechnicianschools.com
126. vocationalclass.com
127. vocationalclasses.com
128. vocationschools.com
129. worldswidelearn.com
130. worldwidedegrees.com
131. worldwidelearn.com
132. worldwidelearn.net
133. worldwidelearn.org
134. xrayschools.com