

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI156870

<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>
Step By Step Learning, LLC		05/15/2023	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	MGT of America Consulting, LLC		
<b>Street Address:</b>	4320 West Kennedy Boulevard		
<b>Internal Address:</b>	SUITE 200		
<b>City:</b>	TAMPA		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33609		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97926988	TEACH ME TO READ AT HOME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8132270498		
<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>	8132277401		
<b>Email:</b>	mmason@trenam.com,dhayes@trenam.com		
<b>Correspondent Name:</b>	Monica B. Mason Esq.		
<b>Address Line 1:</b>	101 E. Kennedy Blvd.		
<b>Address Line 2:</b>	Suite 2700		
<b>Address Line 4:</b>	Tampa, FLORIDA 33602		
<b>ATTORNEY DOCKET NUMBER:</b>	223462		
<b>NAME OF SUBMITTER:</b>	MONICA MASON		
<b>SIGNATURE:</b>	MONICA MASON		
<b>DATE SIGNED:</b>	04/10/2024		
<b>Total Attachments: 6</b>			
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## **SUPPLEMENTAL INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This **SUPPLEMENTAL INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (“Supplemental IP Assignment”), effective as of May 15, 2023 (the “Effective Date”), is made by Step By Step Learning, LLC, a Pennsylvania limited liability company (the “Assignor”), in favor of MGT of America Consulting, LLC, a Florida limited liability company (“Assignee”) (Assignor and Assignee shall also be referred to collectively herein as “the parties”).

**WHEREAS**, under the terms of that certain Asset Purchase Agreement dated as of the date hereof, by and among the Assignor, Assignee and other parties thereto (the “Purchase Agreement”), Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, including all rights, title, and interest in and to the Company Intellectual Property; and

**WHEREAS**, under the terms of an Intellectual Property Assignment Agreement dated as of May 15, 2023 (the “IP Assignment”), Assignor and Assignee executed and delivered an IP Assignment assigning certain intellectual property of Assignor for recording with the United States Patent and Trademark Office, the U.S. Copyright Office, state trademark offices, and other corresponding entities or agencies in any applicable jurisdictions worldwide. Any capitalized term used but not defined in the IP Assignment or this Supplemental IP Assignment shall have the meaning set forth in the Purchase Agreement; and

**WHEREAS**, it has come to the attention of the parties that a federal trademark/service mark application to register the word mark TEACH ME TO READ AT HOME was filed by Assignor with the U.S. Patent and Trademark Office on May 9, 2023 (“the TMTRAH Trademarks”), as set forth in Schedule 1 attached hereto and included herein, which newly-filed application was not included in the IP Assignment;

**WHEREAS**, Assignor and Assignee are entering into this Supplemental Intellectual Property Assignment Agreement to transfer and assign such additional TMTRAH Trademark, application, and related rights, as defined by the Assigned IP below, to Assignee; and

**WHEREAS**, Assignor wishes to sell and transfer to Assignee, and Assignee wishes to purchase and receive from Assignor, all rights, title, and interest in and to the Assigned IP (as defined below) and related rights, together with the goodwill connected with the use of and symbolized by the TMTRAH Trademarks and the Assigned IP, subject to the terms and conditions set forth herein.

**NOW THEREFORE**, for good and valuable consideration (including the Purchase Price and other consideration set forth in the Purchase Agreement and the IP Assignment), the receipt and adequacy of which Assignor hereby acknowledges, the parties intending to be legally bound hereby agree as follows:

1. **Assignment**. Assignor hereby irrevocably sells, grants, conveys, transfers, and assigns, or confirms as the case may be, to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor’s rights, title, and interest in the United States and the world, in and to the following (collectively, “the Assigned Intellectual Property” or “the Assigned IP”),

including, without limitation, all federal, state, foreign, statutory and common law rights, and all trademark, copyright, patent, intellectual property rights and moral rights, in and to the Assigned Intellectual Property, together with the goodwill of the business connected with the use of, and symbolized by, the TMTRAH Trademark and the Assigned Intellectual Property:

(a) the TMTRAH Trademarks set forth in Schedule 1 hereto, whether registered or unregistered;

(b) the TMTRAH Trademark application set forth on Schedule 1 hereto and all registrations, issuances, extensions, divisions, and renewals thereof; all registrations and applications for registration of the Assigned Intellectual Property; the right to apply for any of the foregoing Assigned Intellectual Property and variations thereof in the United States Patent and Trademark Office, in state trademark offices, in the U.S. Copyright Office, with domain name registrars, and throughout the world, and all rights to issuances, renewals and extensions for any such applications or registrations; and, similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to any such law;

(c) 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;

(d) all licenses and similar contractual rights with respect to any of the foregoing granted by Assignor to any third party (“Licenses”);

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, 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 no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Assignor hereby authorizes any appropriate governmental body or official, including but not limited to the United States Patent and Trademark Office, the U.S. Copyright Office, state trademark offices, and corresponding entities or agencies in any jurisdictions worldwide, to record and register this Supplemental IP Assignment upon request by Assignee. Following the date hereof, Assignor shall take such additional steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Intellectual Property to Assignee, or any assignee or successor thereto.

3. **Terms of the Purchase Agreement.** The parties hereto acknowledge and agree that this Supplemental IP Assignment is entered into pursuant to the Purchase Agreement and the IP Assignment, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Intellectual Property. 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.

4. **Counterparts; Electronic Signature.** This Supplemental IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy, including by DocuSign or other electronic or digital signature, 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.

5. **Successors and Assigns.** This Supplemental IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. **Governing Law.** This Supplemental IP Assignment is governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware.

*[signature page to follow]*

**IN WITNESS WHEREOF**, Assignor and Assignee have duly executed and delivered this Supplemental IP Assignment as of the date first above written.

**ASSIGNOR:**

**STEP BY STEP LEARNING, LLC,**  
a Pennsylvania limited liability company

By:   
Michael J. Grabarits, President

**AGREED TO AND ACCEPTED:**

**ASSIGNEE:**

**MGT OF AMERICA CONSULTING,  
LLC,**  
a Florida limited liability company

By: \_\_\_\_\_  
A. Trey Traviesa, President

**IN WITNESS WHEREOF**, Assignor and Assignee have duly executed and delivered this Supplemental IP Assignment as of the date first above written.

**ASSIGNOR:**

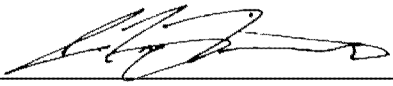
**STEP BY STEP LEARNING, LLC,**  
a Pennsylvania limited liability company

By: \_\_\_\_\_  
Michael J. Grabarits, President

**AGREED TO AND ACCEPTED:**

**ASSIGNEE:**

**MGT OF AMERICA CONSULTING,  
LLC,**  
a Florida limited liability company

By:  \_\_\_\_\_  
A. Trey Traviesa, President

**SCHEDULE 1**

**ASSIGNED INTELLECTUAL PROPERTY**

**Trademarks/Service Marks:**

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**United States Patent and Trademark Office:**

**Federal Trademark/Service Mark Application:**

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Application Serial No. 97-926,988  
International Classes 016, 041