

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533313

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900504706

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Knewton, Inc.		05/31/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	John Wiley & Sons, Inc.
Street Address:	111 River Street
City:	Hoboken
State/Country:	NEW JERSEY
Postal Code:	07030
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5423646	KNERD
Registration Number:	5613234	ALTA
Registration Number:	3822699	KNEWTON
Registration Number:	4125784	KNEWTON
Registration Number:	5266303	KNEWTON
Serial Number:	87426802	ONE ON ONE FOR EVERYONE

CORRESPONDENCE DATA

Fax Number:

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: 9178619303
 Email: cchristi@wiley.com
 Correspondent Name: John Wiley & Sons, Inc.
 Address Line 1: 111 River Street
 Address Line 2: Colleen Christi
 Address Line 4: Hoboken, NEW JERSEY 07030

NAME OF SUBMITTER:	Colleen Christi
SIGNATURE:	/colleenchristi/
DATE SIGNED:	07/24/2019

Total Attachments: 17

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”) is made, entered into and effective as of this May 31, 2019 (“the “**Effective Date**”), by John Wiley & Sons, Inc., a New York corporation (“**Assignee**”), and Knewton, Inc., a Delaware corporation (“**Assignor**”). All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in that certain Asset Purchase Agreement, dated May 31, 2019 (the “**Purchase Agreement**”), by and between Assignor and Assignee.

RECITALS:

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to assign to the Assignee all of Assignor’s right, title and interest in the registered trademarks set forth in Schedule 1 attached (the “**Assigned Trademarks**”);

WHEREAS, the Assignor has agreed to execute this Assignment to enable the Assignee to record the assignment of the Assigned Trademarks.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, each party agrees as follows:

1. **Assignment.** Assignor hereby assigns, transfers and conveys to Assignee all of Assignor’s right, title and interest in and to the Assigned Trademarks.
2. **Recording this Assignment.** The parties hereby authorize the relevant authority at the United States Patent and Trademark Office or other applicable trademark office to record this Assignment. Assignee agrees that it is its responsibility to record this Assignment.
3. **Further Assurances.** From time to time following the Effective Date, at the sole expense of Assignee, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery and execute and deliver such other documents and take or cause to be taken such other actions as Assignee reasonably may request in order to consummate, complete and carry out the transactions contemplated by this Assignment.
4. **Exclusion of Warranties.** EXCEPT AS SET FORTH IN THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THE PURCHASE AGREEMENT, THE ASSIGNED TRADEMARKS ARE ASSIGNED “AS IS” AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF OR RELATED TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OR ENFORCEABILITY.
5. **Entire Agreement.** This Assignment, together with the Purchase Agreement, contains the entire agreement among the parties with respect to the subject matters hereof and thereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.
6. **Successors and Assigns.** This Assignment shall be binding upon each party and its respective successors and assigns.

7. **Governing Law.** The parties specifically agree that this Assignment shall in all respects be interpreted, read construed and governed by the internal Laws of the State of New York, exclusive of its conflicts of law rules.

8. **Counterparts.** This Assignment may be executed in multiple counterparts, each of which will be deemed to be an original but all of which will constitute one and the same agreement. This Assignment may be executed by facsimile or electronic (.pdf) signature, and a facsimile or electronic (.pdf) signature will constitute an original for all purposes.

Signatures on following page.

ASSIGNOR:

Knewton, Inc.

By: [Signature]
Name: Michael Chapin
Title: General Counsel & Corporate Secretary

ASSIGNEE:

John Wiley & Sons, Inc.

By: _____
Name: _____
Title: _____

On this 30 day of May, 2009, before me appeared Michael Chapin known to me personally, who, being duly sworn, did say that they are an officer of Knewton, Inc. and that (s)he duly executed the foregoing instrument for and on behalf of Knewton, Inc. being duly authorized to do so and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]

Notary Public



ERIK VASQUEZ
NOTARY PUBLIC, STATE OF NEW YORK
REGISTRATION NO. 01V06357297
QUALIFIED IN SUFFOLK COUNTY
MY COMMISSION EXPIRES APRIL 17, 2021

On this ___ day of _____, before me appeared _____ known to me personally, who, being duly sworn, did say that (s)he is an officer of John Wiley & Sons, Inc. and that (s)he duly executed the foregoing instrument for and on behalf of John Wiley & Sons, Inc., being duly authorized to do so and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

ASSIGNOR:

Knewton, Inc.

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

ASSIGNEE:

John Wiley & Sons, Inc.

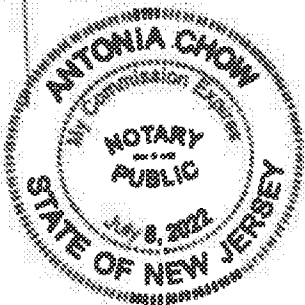
By: _____
Name: Brian A. Napack
Title: President and CEO

On this ____ day of _____, before me appeared _____ known to me personally, who, being duly sworn, did say that they are an officer of Knewton, Inc. and that (s)he duly executed the foregoing instrument for and on behalf of Knewton, Inc. being duly authorized to do so and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

On this 31st day of May 2019, before me appeared Brian A. Napack known to me personally, who, being duly sworn, did say that (s)he is an officer of John Wiley & Sons, Inc. and that (s)he duly executed the foregoing instrument for and on behalf of John Wiley & Sons, Inc., being duly authorized to do so and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public



SCHEDULE 1

Assigned Trademarks

MARK	COUNTRY	APPLICATION / REGISTRATION NO.	GOODS/SERVICES	STATUS
ALTA	United States	Registration No. 5613234	Class 41; Class 42	Registered 11/20/18 Renewal due 11/20/28
KNERD	United States	Registration No. 5423646	Class 41; Class 42	Registered 3/13/18 Renewal due 3/13/28
KNEWTON	United States	Registration No. 3822699	Class 41	Registered 7/20/10 Renewal due 7/20/20
KNEWTON	United States	Registration No. 4125784	Class 42	Registered 4/10/12 Renewal due 4/10/22
KNEWTON	United States	Registration No. 5266303	Class 41; Class 42	Registered 8/15/17 Renewal due 8/15/27
ONE ON ONE FOR EVERYONE	United States	Application No. 87426802	Class 41; Class 42	Filed 4/26/17 (on the basis of intended use) Statement of Use and/or 3rd Extension Request due 9/12/19
KNEWTON	Argentina	Registration No. 2779650	Class 41	Registered 1/11/16 Use mark in Argentina by 1/11/21 Renewal due 1/11/26

MARK	COUNTRY	APPLICATION / REGISTRATION NO.	GOODS/SERVICES	STATUS
KNEWTON	Argentina	Application No. 2784000	Class 42	Registered 2/5/16 Use mark in Argentina by 2/5/21 Renew due 2/5/26
ALTA	Australia	USPTO Ref. No. A0074514	Class 41; Class 42	International Registration issued 6/28/18 (Reg. Date is 3/23/18) Office Action issued 4/3/19; Office Action response due 3/12/20
KNERD	Australia	IR Reg. No. 1246711 Australian Reg. No. 1693500	Class 41; Class 42	International Registration issued 5/14/15 (Reg. Date is 12/15/14) Granted in Australia 8/27/15 Use mark in Australia by 8/27/20 Renewal due (at WIPO) 12/15/24
KNEWTON	Australia	IR Reg. No. 1271384 Australian Reg. No. 1731223	Class 41; Class 42	International Registration issued 10/29/15 (Reg. Date is 12/15/14) Granted in Australia 3/3/16 Use mark in Australia by 3/3/21 Renewal due (at WIPO) 12/15/24
KNEWTON	Brazil	Registration No. 908808348	Class 41	Registered 6/6/17 Use mark in Brazil by 6/6/22 Renewal due 6/6/27

MARK	COUNTRY	APPLICATION / REGISTRATION NO.	GOODS/SERVICES	STATUS
KNEWTON	Brazil	Registration No. 908808437	Class 42	Registered 6/6/17 Use mark in Brazil by 6/6/22 Renewal due 6/6/27
KNEWTON	Canada	Registration No. 1708812	Class 41	Registered 2/12/2019
ALTA	China	USPTO Ref. No. A0074514	Class 41; Class 42	International Registration issued 6/28/18 (Reg. Date is 3/23/18) Granted in China 11/23/18 Use mark in China by 11/22/21 Renewal due (at WIPO) 3/23/28
KNERD	China	IR Reg. No. 1246711	Class 41; Class 42	International Registration issued 5/14/15 (Reg. Date is 12/15/14) Granted in China 2/15/16 Use mark in China by 2/15/19 Renewal due (at WIPO) 12/15/24
KNEWTON	China	Registration No. 7483296	Class 41	Registered 1/28/11 Renewal due 1/27/21
KNEWTON	China	Registration No. 7483297	Class 42	Registered 1/28/11 Renewal due 1/27/21
KNEWTON	China	Registration No. 16012952	Class 41; Class 42	Registered 2/28/16 Renewal due 2/27/26

MARK	COUNTRY	APPLICATION / REGISTRATION NO.	GOODS/SERVICES	STATUS
KNERD	Colombia	IR Reg. No. 1246711	Class 41; Class 42	Granted in Colombia 3/31/16 Use mark in Colombia by 3/31/19 Renewal due (at WIPO) 12/15/24
KNEWTON	Colombia	IR Reg. No. 1271384	Class 41; Class 42	International Registration issued 10/29/15 (Reg. Date is 12/15/14) Renewal due (at WIPO) 12/15/24
ALTA	European Union	USPTO Ref. No. A0074514	Class 41; Class 42	International Registration issued 6/28/18 (Reg. Date is 3/23/18) Granted 11/30/18 Use mark in the EU by 11/30/23 Renewal due (at WIPO) 3/23/28
KNERD	European Union	IR Reg. No. 1246711	Class 41; Class 42	International Registration issued 5/14/15 (Reg. Date is 12/15/14); Published 5/21/15 Granted in the EU 3/21/16 Use mark in the EU by 3/21/21 Renewal due (at WIPO) 12/15/24
KNEWTON	European Union	Registration No. 8376709	Class 41; Class 42	Registered 1/12/10 Renewal due 6/30/19
KNEWTON	European Union	Registration No. 13603261	Class 9; Class 41; Class 42	Registered 4/24/15 Use mark in the EU by 4/24/19 Renewal due 12/31/24

MARK	COUNTRY	APPLICATION / REGISTRATION NO.	GOODS/SERVICES	STATUS
KNEWTON	Hong Kong	Registration No. 303237688	Class 41; Class 42	Registered 11/5/15 Renewal due 12/16/24
ALTA	India	USPTO Ref. No. A0074514	Class 41; Class 42	International Registration issued 6/28/18 (Reg. Date is 3/23/18)
KNERD	India	IR Reg. No. 1246711	Class 41; Class 42	International Registration issued 5/14/15 (Reg. Date is 12/15/14) Granted in India 10/28/16 Renewal due (at WIPO) 12/15/24
KNEWTON	India	Registration No. 1831095	Class 41	Registered 4/19/11 Renewal due 6/19/19
KNEWTON	India	Registration No. 1831096	Class 42	Filed 6/19/09 (claiming priority of US App. No. 77636665) Registered 2/21/17
KNEWTON	India	IR Reg. No. 1271384	Class 41; Class 42	International Registration issued 10/29/15 (Reg. Date is 12/15/14) Granted in India 1/19/18
ALTA	Indonesia	USPTO Ref. No. A0074514	Class 41; Class 42	International Registration issued 6/28/18 (Reg. Date is 3/23/18) Renewal Due 3/23/28
KNERD	Indonesia	Registration No. J00.2014.059875	Class 41	Filed 12/24/14 (based on US App. No. 86322426) Published 7/12/17

MARK	COUNTRY	APPLICATION / REGISTRATION NO.	GOODS/SERVICES	STATUS
KNERD	Indonesia	Registration No. J00.2014.059874	Class 42	Filed 12/24/14 (based on US App. No. 86322426) Published 7/12/17
KNEWTON	Indonesia	Registration No. J00.2014.059866	Class 42	Filed 12/24/14 (based on US App. No. 86322432) Published 7/12/17
ALTA	International Register	USPTO Ref. No. A0074514	Class 41; Class 42 <i>Designated Jurisdictions: Australia, China, the EU, India, Indonesia, Japan, Mexico, and Singapore.</i>	Filed 3/23/18 (based on US App. No. 87621252); International Registration issued 6/28/18 (Reg. Date is 3/23/18) Renewal Due 3/23/28
KNERD	International Register	Registration No. 1246711	Class 41; Class 42 <i>Designated Jurisdictions: Australia, China, Colombia, the EU, India, Japan, Norway, Singapore, and Turkey.</i>	Filed 12/15/14 (based on US App. No. 86322426); International Registration issued 5/14/15 (Reg. Date is 12/15/14) Renewal due 12/15/24
KNEWTON	International Register	Registration No. 1271384	Class 41; Class 42 <i>Designated Jurisdictions: Australia, Colombia, India, Japan, Mexico, Singapore, South Korea, and Turkey.</i>	Filed 12/15/14 (based on US App. No. 86322432); International Registration issued 10/29/15 (Reg. Date is 12/15/14) Renewal due 12/15/24
ALTA	Japan	USPTO Ref. No. A0074514	Class 41; Class 42	International Registration issued 6/28/18 (Reg. Date is 3/23/18) Registration fees due on July 18, 2019

MARK	COUNTRY	APPLICATION / REGISTRATION NO.	GOODS/SERVICES	STATUS
KNERD	Japan	IR Reg. No. 1246711	Class 41; Class 42	Granted in Japan 9/9/16 Use mark in Japan by 9/9/19 Renewal due (at WIPO) 12/15/24
KNEWTON	Japan	IR Reg. No. 1271384	Class 41; Class 42	Granted in Japan 3/9/17 Use mark in Japan by 3/9/20 Renewal due (at WIPO) 12/15/24
ALTA	Mexico	USPTO Ref. No. A0074514	Class 41; Class 42	International Registration issued 6/28/18 (Reg. Date is 3/23/18) Notification of preliminary refusal issued 04/19/19; Response due 6/8/19
KNEWTON	Mexico	IR Reg. No. 1271384	Class 41; Class 42	Granted in Mexico 3/27/17 Renewal due (at WIPO) 12/15/24
KNERD	Norway	IR Reg. No. 1246711	Class 41; Class 42	Granted in Norway 1/8/16 Use mark in Norway by 1/8/21 Renewal due (at WIPO) 12/15/24
KNEWTON	Saudi Arabia	Registration No. 1436009707	Class 41	Registered 6/6/15 Use mark in Saudi Arabia by 6/6/20 Renewal due 11/7/24
KNEWTON	Saudi Arabia	Registration No. 1436009704	Class 42	Registered 6/6/15 Use mark in Saudi Arabia by 6/6/20

MARK	COUNTRY	APPLICATION / REGISTRATION NO.	GOODS/SERVICES	STATUS
				Renewal due 11/7/24
ALTA	Singapore	USPTO Ref. No. A0074514	Class 41; Class 42	International Registration issued 6/28/18 (Reg. Date is 3/23/18) Office Action issued 10/3/18; Response to Office Action submitted 1/16/19
KNERD	Singapore	IR Reg. No. 1246711	Class 41; Class 42	Granted in Singapore 8/12/16 Use mark in Singapore by 8/12/21 Renewal due (at WIPO) 12/15/24
KNEWTON	Singapore	IR Reg. No. 1271384	Class 41; Class 42	Granted in Singapore 3/21/17 Use mark in Singapore by 3/21/22 Renewal due (at WIPO) 12/15/24
KNEWTON	South Korea	IR Reg. No. 1271384	Class 41; Class 42	Granted in South Korea 11/10/16 Use mark in Singapore by 3/21/22 Renewal due (at WIPO) 12/15/24
KNEWTON	Taiwan	Registration No. 1734751	Class 41; Class 42	Registered 10/16/15 Renewal due 10/15/25
KNERD	Turkey	IR Reg. No. 1246711	Class 41; Class 42	Granted in Turkey 3/10/16 Use mark in Turkey by 3/10/21 Renewal due (at WIPO) 12/15/24

MARK	COUNTRY	APPLICATION / REGISTRATION NO.	GOODS/SERVICES	STATUS
KNEWTON	Turkey	IR Reg. No. 1271384	Class 41; Class 42	Granted in Turkey 9/10/16 Use mark in Turkey by 9/10/21 Renewal due (at WIPO) 12/15/24

ASSET PURCHASE AGREEMENT

BETWEEN

JOHN WILEY & SONS, INC.,

AND

KNEWTON, INC.,

DATED AS OF

May 31, 2019

(c) Work in Progress. All of Seller's partially finished goods and products (the "Work in Progress");

(d) Fixed Assets. Seller's equipment, furniture and computer hardware set forth on Schedule 1.1(d) hereto (the "Fixed Assets");

(e) Assigned Agreements. All right, title, and interest of Seller under all contracts and agreements to which it is a party, other than the Excluded Agreements (the "Assigned Agreements");

(f) Trademarks. All of Seller's interest in the company name "Knewton, Inc.," the assumed name "Knewton Test Prep" and any acronyms, natural extensions or names derived from or bearing a resemblance thereto, and any other trademarks, trade names (including "dba's" or fictitious names), service marks, trade dress, logos, slogans and all identifiers of source (whether or not registered), including all goodwill therein, and any and all common law rights, registrations and applications or other trade rights used or useful in the Business, including, without limitation, those set forth on Schedule 1.1(f) hereto (collectively, the "Trademarks");

(g) Intellectual Property; Other Intangible Assets. All of Seller's rights with respect to all Seller Products, mailing lists, all customer lists, all prospect lists, all source codes, all web addresses, web sites and domain names, uniform resource locations (also known as URLs) (including, without limitation, www.knewton.com) web site content, all records pertaining to e-commerce transactions, all advertising materials used in the Business, all logos used in the Business, all telephone numbers used in the Business and all intellectual property used or useful in connection with or relating to the Business or under development including, without limitation, all Copyrights, patents, Trademarks, trade secrets, proprietary and technical information, research and development, processes, formulas, know-how and other trade rights, together with all rights to, and all applications, registrations, licenses and franchises for, any of the foregoing, in any form or media (whether or not patentable, registrable under any patent, trademark or copyright laws, or otherwise protectable under any applicable Requirements of Law) (collectively, the "Intellectual Property"), and any other intangible assets of Seller used in the Business as well as the goodwill associated with the Business including, without limitation, those Intellectual Properties set forth on Schedule 1.1(g) hereto;

(h) Computer Software. All interest of Seller in any computer software (whether proprietary or not) used by Seller in the operation of any computer hardware or other equipment transferred to Buyer in accordance herewith, all of Seller's rights under any licenses related to Seller's use, at any time, of such computer equipment, hardware or software, and all leases under which Seller leases any computer software, in any form or media, together with all documentation and manuals obtained in connection therewith (collectively, the "Software"), including, without limitation, the Software set forth on Schedule 1.1(h) hereto;

IN WITNESS WHEREOF, the parties are signing this Asset Purchase Agreement with the intent to be legally bound as of the Effective Date.

SELLER:

Knewton, Inc.

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

BUYER:

JOHN WILEY & SONS, INC.

By: 
Name: BRIAN A. NAPACK
Title: President and Chief Executive Officer

Signature Page to Asset Purchase Agreement

IN WITNESS WHEREOF, the parties are signing this Asset Purchase Agreement with the intent to be legally bound as of the Effective Date.

SELLER:

Knewton, Inc.

By: 

Name: _____

Title: _____

BUYER:

JOHN WILEY & SONS, INC.

By: _____

Name: _____

Title: _____

Signature Page to Asset Purchase Agreement