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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Jill Burstein
Slava Andreyev
Chi Lu

5.29.03

2. Name and address of receiving party(ies)

Name: Educational Testing Service

Internal Address: _____

Street Address: 666 Rosedale Road

City: Princeton State: NJ Zip: 08541

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: May 1, 2003

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

10/319,623

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Raymond A. Miller

Internal Address: Pepper Hamilton LLP

Street Address: 500 Grant Street, 50th Floor

City: Pittsburgh State: PA Zip: 15219

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

500436

(Attach duplicate copy of this page if paying by deposit account)

05/30/2003 BYRNE 00000059 10319623

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01 FC:00219. Statement and signature 40.00 DP

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Raymond A. Miller Reg. No. 42,891

Name of Person Signing

Signature

5/27/03

Date

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 014112 FRAME: 0206

ASSIGNMENT

WHEREAS I/we, Jill Burstein, 69 Patton Avenue, Princeton, NJ 08540; Slava Andreyev, 7 Howe Court, Pennington, NJ 08534; and Chi Lu, 5 Danby Court, Princeton, NJ 08540 (hereinafter "Assignors") am/are an inventor or co-inventor or certain new and useful invention(s) as set forth and in an application for United States Letters Patent, entitled **AUTOMATED ESSAY SCORING**, which (check one): ☐ is being filed with the United States Patent and Trademark Office herewith, or ☐ was filed with the United States Patent and Trademark office on December 16, 2002, as application serial number 10/319,623; (hereinafter, the "Patent Rights");

AND WHEREAS, Educational Testing Service, a New Jersey corporation having its principal place of business at 666 Rosedale Road, Princeton, New Jersey 08541 (hereinafter called "Assignee"), is desirous of acquiring the entire right, title and interest in and to said invention, the Patent Rights and any and all Letters Patent of the United States and foreign countries that may be obtained arising from or relating to the Patent Rights;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns, the entire right, title and interest in and to the Patent Rights, including any rights that may arise from future utility applications, continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, also including any other applications that claim priority thereto, and in and to any and all patents of the United States and foreign countries which may be issued based on or arising from the Patent Rights in whole or in part, including all claims for damages by reason of past, present and future infringement of the Patent Rights with the right to sue for and collect the same for its own use and behalf or for the use and behalf of its legal representatives;

UPON SAID CONSIDERATION, Assignor hereby agrees with the said Assignee that Assignor will not execute any writing or do any act whatsoever conflicting with these presents, and that Assignor will, at any time upon request, without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, utility, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on the invention(s) included in the Patent Rights, and in enforcing any rights or choses in action accruing as a result of the applications or patents relating to the Patent Rights, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of Assignor and Assignee;

The undersigned hereby grant(s) the firm of PEPPER HAMILTON LLP the power to insert on this Assignment any further identification, including the application number and filing date, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or any foreign counterpart for recordation of this document.

AND Assignor requests the Commissioner of Patents and Trademarks (and foreign counterparts) to issue any Letters Patent that may be issued based on said Patent Rights or for said invention(s) to said Assignee, or its designated legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said Patent Rights and the invention(s) covered thereby.

Date May 1, 2003

Slava B. Andreyev
Slava Andreyev

On this 1st day of May, 2003, before me personally appeared Slava Andreyev to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

S E A L

Jo Anne Julious
Notary Public
My commission expires _____

JO ANNE JULIOUS
NOTARY PUBLIC OF NEW JERSEY
~~MY COMMISSION EXPIRES JUNE 21, 2005~~

Date May 1, 2003



Jill Burstein

On this 1st day of May, 2003, before me personally appeared Jill Burstein to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

S E A L



Notary Public

My commission expires _____

JO ANNE JULIOUS
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 21, 2005

Date May 1, 2003

Chi Lu
Chi Lu

On this 1st day of May, 2003, before me personally appeared Chi Lu to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

S E A L

Jo Anne Julious
Notary Public

My commission expires JO ANNE JULIOUS
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 21, 2005