

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Extra Measures, Inc.	06/23/2006
RECEIVING PARTY DATA	
Name:	Learning Resources, Inc.
Street Address:	380 N. Fairway Drive
City:	Vernon Hills
State/Country:	ILLINOIS
Postal Code:	60061
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6192594
Patent Number:	6024574
CORRESPONDENCE DATA	
Fax Number:	(312)222-0818
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3122220800
Email:	chiipdocket@michaelbest.com
Correspondent Name:	Michael Best & Friedrich LLP
Address Line 1:	180 N. Stetson
Address Line 2:	Suite 2000
Address Line 4:	Chicago, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	201915-9153
NAME OF SUBMITTER:	Larry L. Saret
Total Attachments: 2 source=assignmentextrameasures#page1.tif source=assignmentextrameasures#page2.tif	

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REEL: 017858 FRAME: 0084

ASSIGNMENT OF PATENTS

WHEREAS, Extra Measures, Inc., an Illinois corporation, having a place of business at 1142 N. Main, Lombard, Illinois 60148 (hereinafter "ASSIGNOR") owns the entire right, title and interest in and to the patents and patent applications listed on Schedule A attached hereto and made a part hereof and to the inventions described and claimed in the aforesaid patents and patent applications; and

WHEREAS Learning Resources, Inc., an Illinois corporation, having a place of business at 380 N. Fairway Drive, Vernon Hills, Illinois 60061 (hereinafter "ASSIGNEE"), desires to acquire all of ASSIGNOR'S right, title and interest to the patents and patent applications listed on Schedule A and to the inventions described and claimed in the aforesaid patents and patent applications.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said ASSIGNOR, pursuant to the Asset Purchase Agreement (the "Agreement"), has sold, transferred, and assigned and by these presents does hereby sell, transfer, and assign to ASSIGNEE, its successors, assigns and legal representatives, all of the right, title, and interest in and to said patents and patent applications listed on Schedule A attached hereto, including without limitation, the worldwide rights to the inventions described and claimed therein, any reissues, reexaminations, divisions, continuations, renewals, extensions and continuations-in-part therefor throughout the world, together with all rights under the International Convention for the Protection of Industrial Property and any similar treaties or agreements, the same to be held and enjoyed by ASSIGNEE for its own use and benefit and the use and benefit of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR, had this Assignment not been made, together with all income, royalties, damages or payments resulting from or attributable to activity or conduct after the effective date of this Assignment, and the right to sue and collect for all future, present and past infringements thereof, including infringements which may have occurred prior to the execution of this Assignment.

ASSIGNOR agrees: (a) to execute (i) all necessary papers throughout the world to be used in connection with the patents and patent applications listed on attached Schedule A as ASSIGNEE may deem necessary or expedient, (ii) all papers in connection with any interference, legal or other proceedings throughout the world to maintain, protect or enforce, or otherwise relating to, the patents and patent applications listed on attached Schedule A, and (iii) all papers and documents which may be necessary throughout the world in connection with the preparation and filing of any foreign applications for the patents and patent applications listed on attached Schedule A; (b) to cooperate with ASSIGNEE at ASSIGNEE's expense in every way reasonably possible in obtaining evidence and going forward in any such proceedings throughout the world; and (c) at ASSIGNEE's expense to perform all other affirmative acts which in ASSIGNEE's reasonable discretion may be necessary or desirable throughout the world to maintain, protect or enforce the patents and patent applications listed on attached Schedule A. These obligations of assistance by ASSIGNOR shall survive the Closing Date stated in the Agreement and continue for so long as ASSIGNEE may require such assistance from ASSIGNOR.

ASSIGNOR hereby grants to the law firm of Michael Best & Friedrich LLP, Two Prudential Plaza, 180 N. Stetson Ave., Suite 2000, Chicago, Illinois 60601, USA authority and power to insert on this instrument any further information which may be necessary or desirable for identifying any of the patents and patent applications listed on attached Schedule A for purposes of recordation in the United States Patent and Trademark Office or in any foreign country.

IN WITNESS WHEREOF this Assignment has been duly executed by an authorized officer of ASSIGNOR and is effective, as of June 23, 2006.

Extra Measures, Inc. (Assignor)

By William Stefan
Name:
Title:

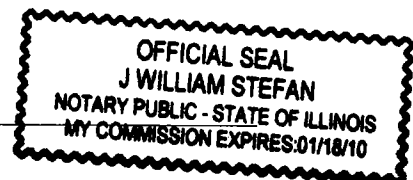
Dated: June 23, 2006

STATE OF Illinois)
COUNTY OF Cook) ss.

I, William Stefan, do hereby certify that the above-mentioned person appeared before me this day, and acknowledged that this Assignment was signed and delivered as the free and voluntary act of said person on behalf of the identified corporation with authority to do so, for the uses and purposes therein set forth.

Given under my hand and seal this 23rd day of June, 2006

Notary Public



PATENT

REEL: 017858 FRAME: 0085

**SCHEDULE OF PATENTS IN THE NAME OF
EXTRA MEASURES, INC.**

U.S. Patents

Title	Country	Patent No.	Patent Date
FRACTION RULER	U.S.	6192594	02/27/2001
VISUAL AIDS FOR UNDERSTANDING CHARACTERISTICS OF GEOMETRIC FIGURES	U.S.	6024574	02/15/2000