

Form PTO-1595 (Rev. 07/05)
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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)
 Christopher Crowhurst
 8935 Woodhill Drive
 Savage, MN 55378

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

2. Name and address of receiving party(ies)
 Name: Thomson Learning, Inc.
 Internal Address: _____

 Street Address: 200 First Stamford Place

 City: Stamford
 State: Connecticut
 Country: USA Zip: 06902

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

3. Nature of conveyance/Execution Date(s):
 Execution Date(s) 07/20/2007

Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
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 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s): This document is being filed together with a new application.

A. Patent Application No.(s)
11/468,250

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Kelley Drye & Warren
 Internal Address: 13th Floor

 Street Address: 400 Atlantic Avenue

 City: Stamford
 State: Connecticut Zip: 06901
 Phone Number: 203-351-8020
 Fax Number: 203-327-2669
 Email Address: CT-IP@kelleydrye.com

6. Total number of applications and patents involved: 1

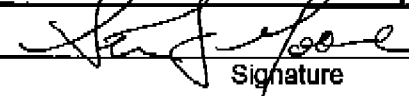
7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

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 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number 11-0404
 Authorized User Name Steven J. Moore, Esq.

9. Signature:  _____
 Signature Date July 25, 2007

Steven J. Moore, Esq.
 Name of Person Signing

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

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CH \$40.00 110404 11468250

Attorney Docket No.: THOM-106(US)

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, we the undersigned,

Christopher CROWHURST
8935 Woodhill Drive
Savage, MN 55378

(hereinafter "Assignors"), who have created a certain invention entitled:

PERFORMANCE-BASED TESTING SYSTEM AND METHOD EMPLOYING EMULATION AND VIRTUALIZATION

for which an application for United States Letters Patent was filed on August 29, 2006, as United States Patent Application No. 11/468,250, hereby sell, assign and transfer to:

Thomson Learning Inc.
200 First Stamford Place
Stamford, CT 06902

(hereinafter "Assignee"), its successors assigns, and legal representatives, the full and exclusive right to said invention and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts, and treaties.

We authorize Assignee to apply for and receive Letters Patent for such protection in its own name, in the United States, its territorial possessions, and all foreign countries; and that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said Assignee, but without charge to Assignee, its successors, assigns and legal representatives, the undersigned will execute all continuations-in-part, continuations, divisions, substitutes, reissues, and extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi-legal proceedings; communicate to said Assignee, its successors, assigns, and legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said Assignee, its successors, assigns and legal representatives; and

Attorney Docket No.: THOM-106(US)

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

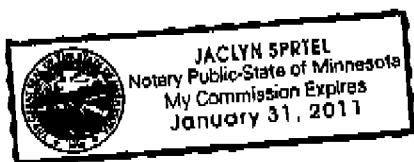
IN TESTIMONY WHEREOF, we have hereunto set our signatures below.


Signature of first inventor:



Christopher CROWHURST

Date: 7/20/07




7/20/07