


Client Code: DISED.017A

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p>A. James Hillier B. James Pulliam C. Kathy Becker D. Will Richards</p> <p>Additional name(s) of conveying party(ies) attached?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Distance EDU Learning, Inc. Street Address: 777 E. Tahquitz Canyon Way, Suite 341 City: Palm Springs State: CA ZIP: 92262</p> <p>Additional name(s) of receiving party(ies) attached?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures)</p> <p>A. August 27, 2008 B. September 10, 2008 C. September 10, 2008 D. September 10, 2008</p>	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p><input checked="" type="checkbox"/> Patent Application No.: 12/137,466 Filing Date: June 11, 2008</p> <p>Additional numbers attached?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p>Customer No. 20,995 Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14th Floor Irvine, CA 92614 Return Fax: (949) 760-9502 Attorney's Docket No.: DISED.017A</p>	<p>6. Total number of applications and patents involved: 1</p>
<p>7. Total fee (37 CFR 1.21(h)): \$40</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p>	<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>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.</p> <p><u>Scott Raevsky</u> Name of Person Signing</p> <p><u></u> Signature</p> <p><u>7/26/08</u> Date</p> <p>54,384 Registration No.</p> <p>Total number of pages including cover sheet, attachments and document: 7</p>	

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

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Application No.: 12/137,466
Filing Date: June 11, 2008

PATENT
Client Code: DISED.017A
Page 1 of 6

ASSIGNMENT

WHEREAS, We, James Hillier, a United States citizen residing at 1603 Trotters Ridge, Stanfield, NC 28163, James Pulliam, a United States citizen residing at 54-800 Skyline Ranch Road, Pioneertown, CA 92268, Kathy Becker, a United States citizen residing at 777 E. Tahquitz Canyon Way, Suite 341, Palm Springs, CA 92262, and Will Richards, a United States citizen residing at 1756 Esperanza Court, Santa Cruz, CA 95062 (hereinafter, collectively referred to as "ASSIGNORS") have invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries related to COMPUTER SYSTEMS FOR CAPTURING STUDENT PERFORMANCE (collectively hereinafter referred to as the "Work") for which ASSIGNORS have filed an application for Letters Patent in the United States, Application No. 12/137,466, filed on June 11, 2008 (hereinafter referred to as the "Application");

AND WHEREAS, Distance EDU Learning, Inc. (hereinafter "ASSIGNEE"), a California Corporation, with its principal place of business at 777 E. Tahquitz Canyon Way, Suite 341, Palm Springs, California 92262, desires to acquire and confirm all right, title, and interest in and to the Application and the Work; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the ASSIGNORS do hereby sell, assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in the Work and any improvement made thereto including the Application and any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, copyright registrations, reproduction rights, and waives any and all moral rights under 17 U.S.C. § 106A or otherwise, and any patent application(s) claiming priority thereto that have been or may hereafter be filed, such patent applications including divisions, continuations, continuations-in-part, reissues and reexaminations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States; and does hereby authorize and request the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNORS represent and warrant that to the best of ASSIGNORS' knowledge that ASSIGNORS have not entered into any contract or made any commitments that will or may impair the rights assigned to ASSIGNEE in the Work or the Application.

ASSIGNORS DO HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of any related Letters Patent, before or after issuance.

Application No.: 12/137,466
Filing Date: June 11, 2008

PATENT
Client Code: DISED.017A
Page 2 of 6

ASSIGNORS DO HEREBY release and forever discharge ASSIGNEE for any and all claims including but not limited to any debts, liabilities, damages and causes of action of whatsoever kind or nature relating to the Work, whether or not known, suspected and unsuspected including any and all previous agreements entered into, which now exist or may have existed prior to the date of this Agreement.

ASSIGNORS DO HEREBY covenant and agree to promptly provide any tangible property embodying or describing the Work, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon creation thereof.

ASSIGNORS DO HEREBY covenant and agree to communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNORS respecting the Work, and testify in any legal proceeding, assist in the preparation of any other applications relating to the Application and the Work or any improvements made thereto, sign all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Application and the Work including any improvements made thereto, any application(s) filed therefrom, and any continuing application(s) filed from aforementioned patent application(s), and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent, copyright or other protectable rights for the Work in all countries and ASSIGNORS do hereby appoint ASSIGNEE as ASSIGNORS' attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to this Assignment.

ASSIGNORS DO HEREBY covenant and agree not to challenge or oppose, on any grounds whatsoever, the validity of this Assignment or to assist or request any third party to contest the validity of this Assignment, and ASSIGNORS further agree not to contest the validity or enforceability of any intellectual property rights assigned herein, or to assist or request any third party to contest the validity or enforceability of any intellectual property rights assigned herein. Also, no course of conduct or dealing by ASSIGNORS shall act as an amendment, modification or waiver of any provision of this Assignment unless specifically set forth in writing.

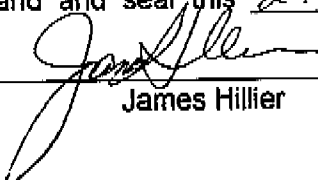
ASSIGNORS DO HEREBY covenant and agree to compensate ASSIGNEE for any losses, costs, expenses, claims, damages or liabilities (including reasonable attorneys' fees) suffered by ASSIGNEE due to, related to, or caused by ASSIGNORS' breach of any term, provision, condition, representation, or warranty of this Assignment.

AND ASSIGNORS DO HEREBY acknowledge that the law firm of Knobbe, Martens, Olson & Bear, LLP represents ASSIGNEE not ASSIGNORS.

Application No.: 12/137,466
Filing Date: June 11, 2008

PATENT
Client Code: DISED.017A
Page 3 of 6

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 27 day of Aug, 2008.



James Hillier


STATE OF _____ }
COUNTY OF _____ } ss.

On Aug 27, 2008, before me, Bonnie H. Burris, notary public, personally appeared James Hillier, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

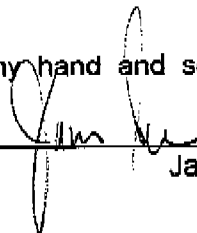


Notary Signature

Application No.: 12/137,466
Filing Date: June 11, 2008

PATENT
Client Code: DISED.017A
Page 4 of 6

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 10 day of September, 2008.



James Pulliam


STATE OF CA. }
COUNTY OF Riverside } ss.

On 9-10-08, before me, KEVIN EVANS, notary public, personally appeared James Pulliam, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]



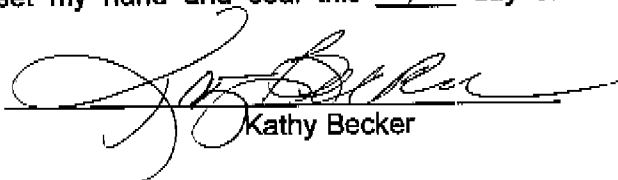
Notary Signature



Application No.: 12/137,466
Filing Date: June 11, 2008

PATENT
Client Code: DISED.017A
Page 5 of 6

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 10th day of September, 2008.


Kathy Becker

STATE OF CA. }
COUNTY OF Riverside } ss.

On 9-10-08, before me, KEVIN EVANS, notary public, personally appeared Kathy Becker, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

Notary Signature





Application No.: 12/137,466
Filing Date: June 11, 2008

PATENT
Client Code: DISED.017A
Page 6 of 6

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 10th day of SEPTEMBER, 2008.



Will Richards


STATE OF California }
COUNTY OF Santa Cruz } ss.

On 9-10-08, before me, Darlene E. Francis, notary public, personally appeared Will Richards, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

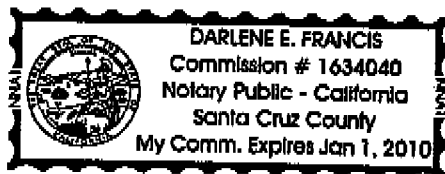
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]



Notary Signature



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