

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Bryan Bergeron	12/03/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Accella Learning Company, LLC
<b>Street Address:</b>	505 Executive Park
<b>City:</b>	Louisville
<b>State/Country:</b>	KENTUCKY
<b>Postal Code:</b>	40207
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	12328018
<b>CORRESPONDENCE DATA</b>	
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<b>ATTORNEY DOCKET NUMBER:</b>	0114411.0557361
<b>NAME OF SUBMITTER:</b>	William S. Morriss
<b>Total Attachments: 2</b>	
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OP \$40.00 12328018

## ASSIGNMENT

WHEREAS, I, Bryan Bergeron, a citizen of the United States, residing at 258 Harvard St, Ste 315, Brookline, MA 02446-2904, County of Norfolk, and State of Massachusetts, (hereinafter referred to as "ASSIGNOR"), have invented a Intelligent Tutoring System, for which I have executed an application for Letters Patent of the United States, of even date herewith; and

WHEREAS, Accella Learning, LLC a company based in Lexington Kentucky (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entire interest therein:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said ASSIGNOR, hereby sell, assign, and transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals, and continuations thereof, and all patents of the United States which may be granted thereon and all reissues, reexaminations and extensions thereof; and all Patents of the United States which may be granted thereon and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs previously filed, concurrently herewith filed or which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models and designs, which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals, reexaminations and reissues thereof;

ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNOR HEREBY grants the firm of Frost Brown Todd LLC the power to insert in this Assignment any further identification or information which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

ASSIGNOR HEREBY covenants and agrees that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

ASSIGNOR HEREBY further covenants and agrees to communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known respecting said

invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue, reexamination and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.



Bryan Bergeron, Inventor

STATE OF MASSACHUSETTS )  
 ) SS  
COUNTY OF NORFOLK )

Sworn to and subscribed before me this 3rd day of Dec, 2008.

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Notary Public

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