

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Kathleen Marie Sheehan	01/30/2009
Irene Kostin	01/30/2009
Yoko Futagi	01/30/2009
RECEIVING PARTY DATA	
Name:	Educational Testing Service
Street Address:	666 Rosedale Road, MS23C
City:	Princeton
State/Country:	NEW JERSEY
Postal Code:	08541
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12363243
CORRESPONDENCE DATA	
Fax Number:	(312)706-9000
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-701-8979
Email:	ipdocket@mayerbrown.com
Correspondent Name:	MAYER BROWN LLP
Address Line 1:	P.O. BOX 2828
Address Line 4:	CHICAGO, ILLINOIS 60690
ATTORNEY DOCKET NUMBER:	128534-09501 (08147265)
NAME OF SUBMITTER:	Marc D. McSwain
Total Attachments: 2 source=08147265_Assignment#page1.tif source=08147265_Assignment#page2.tif	

CH \$40.00 12363243

PATENT

ASSIGNMENT

WHEREAS, we, the undersigned inventors having our residences as set forth below, have invented:

**READING LEVEL ASSESSMENT METHOD, SYSTEM, AND COMPUTER PROGRAM
PRODUCT FOR HIGH-STAKES TESTING APPLICATIONS**

as described and set forth in an application for Letters Patent of the United States, having an oath or declaration executed on even date herewith; and

WHEREAS, Educational Testing Service, (hereinafter referred to as "Assignee"), with its principal place of business at 666 Rosedale Road, MS23C, Princeton, New Jersey 08541, desires to acquire the entire right, title and interest in and to said invention, improvements, application and any Letters Patents which may be granted therefor or thereupon in any country, together with any and all divisions, continuations, continuations-in-part, reissues and extensions thereof in all countries throughout the world;

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors and assigns, the entire right, title and interest in and to said invention, improvements, and in and to said application and any Letters Patents which may be granted therefor or thereupon, together with any and all divisions, continuations, continuations-in-part, reissues and extensions thereof, and we authorize and request the Commissioner of Patents and Trademarks to issue any Letters Patent which may be granted for or upon said invention or applications, or patents resulting therefrom, insofar as our interest is concerned, unto Assignee in accordance with this Assignment. To the extent applicable, we also hereby assign to Assignee, its successors and assigns, all right, title and interest to sue third parties for any past, present or future infringement, and to collect all damages relating thereto, of all Letters Patents assigned herein.

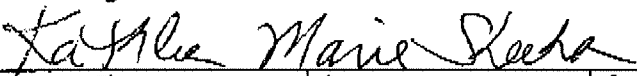
We also assign to Assignee, all right, title and interest in and to the invention disclosed in said application throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs throughout the world, including all rights to publish cautionary notices reserving ownership of said invention and all rights to register said invention in appropriate registries; and we further agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee.


We will communicate to Assignee, its successors and assigns or their representatives, any facts known to us respecting said invention and improvements; and, at the expense of Assignee, we will full cooperate in any legal proceedings, including any proceeding within the United States Patent and Trademark Office, relating thereto, sign all lawful papers, execute all divisional, continuing, continuations-in-part, reissue and substitute applications, make all rightful oaths and declarations, and, in addition, execute any and all documents required to vest title in

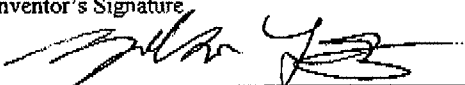
Assignee and to aid Assignee to obtain and enforce proper protection for said invention in all countries.

We covenant that we have the full right to convey the interest assigned by this Assignment, and that we, individually or collectively, have not executed and will not execute any agreement in conflict with this Assignment.

This Assignment shall be binding on the parties' successors, assigns and legal representatives.

NAME OF SOLE OR FIRST INVENTOR:			
Given Name (first and middle[if any])		Family Name or Surname	
Kathleen Marie		Sheehan	
Inventor's Signature			Date
			1/30/09
Residence: City	State	Country	Citizenship
Skillman	NJ	US	US
Address		Postal Code	Country
262 Spring Hill Road		08558	US

NAME OF ADDITIONAL JOINT INVENTOR, if any:			
Given Name (first and middle[if any])		Family Name or Surname	
Irene		Kostin	
Inventor's Signature			Date
			1/30/09
Residence: City	State	Country	Citizenship
Princeton	NJ	US	US
Address		Postal Code	Country
167 Poe Road		08540	US

NAME OF ADDITIONAL JOINT INVENTOR, if any:			
Given Name (first and middle[if any])		Family Name or Surname	
Yoko		Futagi	
Inventor's Signature			Date
			1/30/09
Residence: City	State	Country	Citizenship
Lawrenceville	NJ	US	JP
Address		Postal Code	Country
3 Karena Lane		08648	US

44052251
Application No. Not Assigned Yet
Filed: January 30, 2009

Assignment - page 2 of 2