PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Clarke Daniel Bowers	01/22/2003
Tronster Maxwell Hartley	01/22/2003
Kyle Michael Kvech	01/22/2003
William Howard Garrison	01/22/2003

RECEIVING PARTY DATA

Name:	Prometric, Inc.	
Street Address:	1501 S. Clinton Street	
City:	Baltimore	
State/Country:	MARYLAND	
Postal Code:	21224	

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	12392776	

CORRESPONDENCE DATA

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Address Line 2: Wilmer Cutler Pickering Hale and Dorr

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 2201743.126 US4

NAME OF SUBMITTER: Irah H. Donner

Total Attachments: 3

PATENT REEL: 022329 FRAME: 0156

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> PATENT REEL: 022329 FRAME: 0157

Docket No.: 26119.146US1

ASSIGNMENT

WHEREAS WE, Clarke Daniel Bowers of Baltimore, Maryland, Tronster Maxwell Hartley of Cockeysville, Maryland, Kyle Michael Kvech of Baltimore, Maryland, and William Howard Garrison of Cockeysville, Maryland, have made a certain new and useful invention as set forth in an application for United States Letters Patent, entitled <u>EXTENSIBLE EXAM LANGUAGE (XXL) PROTOCOL FOR COMPUTER BASED TESTING</u>, for which an application for United States Letters Patent was filed on November 13, 2002, and identified by United States Serial No. 10/292,911;

AND WHEREAS, Prometric, Inc., a corporation of the State of Maryland and having an address of 1000 Lancaster Street, Baltimore, Maryland 21202, is desirous of acquiring the entire right, title and interest in and to said invention and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, We do hereby sell, assign, transfer and set over unto Prometric, Inc., its legal representatives, successors, and assigns, the entire right, title and interest in and to said invention as set forth in the above-mentioned application, any patent applications in the United States and foreign countries, including Provisional Application No. 60/331,228, filed November 13, 2001, and any original applications, formal applications, continuation applications, continuations-in-part applications, continued prosecution applications, request for continued examination applications, divisional applications, reissue applications, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said invention, and all rights to claim priority therefrom and/or thereto; and any copyright or designs associated with or in said invention; and all rights of action and damages for any past, present or future infringement relating thereto, including all rights of actions and damages from publication of the patent applications and/or issuance of any patent relating thereto;

UPON SAID CONSIDERATIONS, We hereby agree with the said assignee that We will not execute any writing or do any act whatsoever conflicting with these presents, and that We will, at any time upon request, without further or additional consideration but at the expense of said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of assignor and assignee;

The undersigned hereby grant(s) the firm of HALE and DORR LLP the power to insert on this Assignment any further identification, including the application number and filing date, 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

AND We request the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said invention to said Prometric, Inc., its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention covered thereby.

Clarke Daniel Bowers

Date

Tronster Maxwell Hartley

ronte Naxwell

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- 11/1 /M10 1

Date

Kyle Michael Kyech

Date

William Howard Garrison

1-22-200:

Date

STATE OF Maryland	
STATE OF Maryland)SS: COUNTY OF Bulfimare)	
On this 22nd day of January me known to be the person named in and who executed the for the uses and purposes therein set forth.	, 20_ <u>13</u> , before me personally appeared <u>Clarke Daniel Bowers</u> , to above instrument, and acknowledged to me that he executed the same
SEAL	My commission expires 7/24/06
STATE OF <u>Maryland</u>) SS: COUNTY OF <u>Bal himare</u>)	
On this 22nd day of 3amaly to me known to be the person named in and who executed to same for the uses and purposes therein set forth.	, $20 \underline{03}$, before me personally appeared <u>Tronster Maxwell Hartley</u> the above instrument, and acknowledged to me that he executed the
SEAL	Scientite Berchini Notary Public My commission expires 7/24/06
STATE OF <u>Maryland</u>) COUNTY OF <u>Balfimore</u>) SS:	
On this 22nd day of January me known to be the person named in and who executed the for the uses and purposes therein set forth.	, 20 <u>03</u> , before me personally appeared <u>Kyle Michael Kvech</u> , to above instrument, and acknowledged to me that he executed the same
SEAL	Notary Public My commission expires 7/24/06

PATENT REEL: 022329 FRAME: 0159

STATE OF Maryland	99
country of <u>Baltimore</u>	SS:
On this day of	no executed the above instrument, and acknowledged to me that he executed the h.
	Linette Beclusi
SEAL	Notary Public
	My commission expires 1/24/06

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