

## PATENT ASSIGNMENT

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

## CONVEYING PARTY DATA

Name	Execution Date
Terrance D. Paul	01/26/2009
Dongxin D. Xu	01/23/2009
Sharmistha S. Gray	01/23/2009
Umit Yapanel	01/23/2009
Jill S. Gilkerson	01/23/2009
Jeffrey A. Richards	01/23/2009

## RECEIVING PARTY DATA

Name:	Infoture, Inc.
Street Address:	c/o Renaissance Learning
Internal Address:	2060 Broadway, Suite 200
City:	Boulder
State/Country:	COLORADO
Postal Code:	80302

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12359124

## CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:

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PATENT

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NAME OF SUBMITTER:

Robert P. Ziemian

Total Attachments: 3

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## ASSIGNMENT BY INVENTORS

**THIS ASSIGNMENT**, made this 26<sup>th</sup> day of January, 2009, by Terrance D. Paul; Dongxin D. Xu; Sharmistha S. Gray; Umit Yapanel; Jill S. Gilkerson; and Jeffrey A. Richards (hereinafter referred to as Assignors), residing at 3787 Spring Valley Road, Boulder, Colorado 80304; 1327 Lodge Lane, Boulder, Colorado 80303; 13246 Humboldt Way, Thornton, Colorado 80241; 3662 Blanca Peak Drive, Superior, Colorado 80027; 1303 Alpine Avenue, Apt. A-22, Boulder, Colorado 80304; and 6132 Habitat Drive, #3, Boulder, Colorado 80301, respectively;

**WHEREAS**, Assignors have invented certain new and useful improvements in SYSTEM AND METHOD FOR EXPRESSIVE LANGUAGE, DEVELOPMENTAL DISORDER, AND EMOTION ASSESSMENT, set forth in a Patent application for Letters Patent of the United States, already filed on January 23, 2009 as U.S. Application No. 12/359,124; and

**WHEREAS**, Infoture, Inc., a Corporation organized under and pursuant to the laws of United States of America having its principal place of business at c/o Renaissance Learning, Inc., 2060 Broadway, Suite 200, Boulder, Colorado 80302 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all related United States provisional applications, any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or

terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

**AND** for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignors hereby grant the following individuals the power to insert on this Assignment any further identification 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:

PATTON BOGGS LLP

All practitioners at Customer Number 24283

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: 1/26/09

Signature: Terrance D. Paul  
Terrance D. Paul

Date: 1/23/2009

Signature: Dongxin D. Xu  
Dongxin D. Xu

Date: 01/23/2009

Signature: Sharmistha S. Gray  
Sharmistha S. Gray

Date: 01/23/09

Signature: Umit Yapanel  
Umit Yapanel

Date: 1/23/09

Signature: Jill S. Gillkerson  
Jill S. Gillkerson

Date: 1/23/2009

Signature: Jeffrey A. Richards  
Jeffrey A. Richards