PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: **ASSIGNMENT**

CONVEYING PARTY DATA

Name	Execution Date
Power-Glide Language Courses, Inc.	04/15/2009

RECEIVING PARTY DATA

Name:	K12 Inc.
Street Address:	2300 Corporate Park Drive
Internal Address:	Suite 200
City:	Herndon
State/Country:	VIRGINIA
Postal Code:	20171

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11592682

CORRESPONDENCE DATA

Fax Number: (202)842-7899

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (202) 842-7800 Email: mharris@cooley.com

Correspondent Name: Cooley Godward Kronish LLP

Address Line 1: 777 6th Street, N.W.

Suite 1100 Address Line 2:

Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

NAME OF SUBMITTER: David W. Hopkins

Total Attachments: 3

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> **PATENT** REEL: 022559 FRAME: 0230

Attorney Docket No: K12I-002/00US 311456-2007

PATENT

ASSIGNMENT OF PATENT RIGHTS (Company to Company)

Power-Glide Language Courses, Inc., a corporation duly organized under and pursuant to the laws of Utah, and having its principal place of business at 1682 W 820 N, Provo, Utah 84601 (herein referred to as "Assignor") owns the entire right, title and interest in any Letters Patent(s) ("said patent(s)") and any Patent application(s) ("said application(s)") set forth below, as well as any invention(s) ("said invention(s)") disclosed in said application(s) and said patent(s).

U.S. Patent Application(s)

Application Serial No.: 11/592,682

File Date: 11/03/2006

Assignment Recordation Date: 09/17/2007

Reel/Frame No.: 019848/0742

Title:

GROUP FOREIGN LANGUAGE TEACHING SYSTEM AND METHOD

Corresponding Foreign and International Patent Application(s)

Application Serial No.: PCT/US07/018529 (International Application)

WHEREAS, **K12 Inc.**, a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 2300 Corporate Park Drive, Suite 200, Herndon, VA 20171 (herein referred to as "Assignee"), is desirous of acquiring the entire right, title, and interest in and to said invention(s), said application(s), and said patent(s), the right to file applications on said invention(s), the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application(s), the right to recover damages, including provisional or other royalties, for prior infringements of said application(s) and said patent(s), and the entire right, title, and interest in and to any Letters Patent or Patents, United States or foreign, to be obtained for said invention(s) and said application(s);

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to said invention(s), said application(s), and said patent(s), the right to file applications on said invention(s), the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application(s), including divisions, continuations, and continuations-in-part of said application(s), the right to recover damages, including provisional or other royalties, for prior infringements of said application(s) and said patent(s), the entire right, title and interest in and to any and all Letters Patent or Patents, United States or foreign, to be obtained for said invention(s) and said application(s), the

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PATENT REEL: 022559 FRAME: 0231 entire right, title and interest in and to any and all reissues and extensions of said patent(s), and all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to said invention(s), said application(s), and said patent(s), and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s), said application(s), said patent(s), any application claiming priority to said application(s), any reissue or extension of said patent(s), and any United States or foreign Letters Patent or Patents for said invention(s) or said application(s), including interference proceedings, is lawful and desirable, 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 Letters Patent or Patents for said invention(s), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all aforementioned patent(s) of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 4/15/09

Name: Howard D. Polsky

Title: Secretary

Company: Power-Glide Language

Courses, Inc.

Attorney Docket No. K12I-002/00US 311456-2007

Page 3

State of: Virginia
County of: Fairfax

april by Howard D. Polsky

My Commission Expires: 18/31/2010

STEPHANIE LAUREL BJORK NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES OCTOBER 31, 2010

PATENT REEL: 022559 FRAME: 0233

RECORDED: 04/17/2009