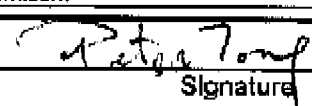


Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 8/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies) IpLearn, Inc. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>IpLearn, LLC</u> Internal Address: _____ Street Address: <u>1807 Linetree Lane</u> City: <u>Mountain View</u> State: <u>CA</u> Country: <u>United States</u> Zip: <u>94040</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance/Execution Date(s): Execution Date(s) <u>August 10, 1999</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____	4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) _____ B. Patent No.(s) <u>6,685,478</u> <u>7,201,580</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Peter Tong</u> Internal Address: _____ Street Address: <u>1807 Linetree Lane</u> City: <u>Mountain View</u> State: <u>CA</u> Zip: <u>94040</u> Phone Number: <u>650-626-8192</u> Fax Number: <u>650-961-5085</u> Email Address: <u>peter@iplearn.com</u>	6. Total number of applications and patents involved: <u>2</u> 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>80.00</u> <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)
9. Signature:  <div style="text-align: center;">Signature</div> _____ <div style="text-align: center;">Peter P. Tong</div> <div style="text-align: center;">Name of Person Signing</div>	8. Payment Information a. Credit Card Last 4 Numbers <u>5621</u> Expiration Date <u>11/2010</u> b. Deposit Account Number _____ Authorized User Name _____ <div style="text-align: right;">February 3, 2010</div> <div style="text-align: right;">Date</div>
Total number of pages including cover sheet, attachments, and documents: 4	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, V.A. 22313-1450

OP \$80.00 6685478

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PATENT
REEL: 023892 FRAME: 0984

D21-3

ASSIGNMENT AGREEMENT

WHEREAS, IPLearn, Inc. (hereinafter "Assignor"), a corporation of the State of California, having a place of business at 1807 Limetree Lane, Mountain View, California, 94040, has acquired from John P. Del Favero, Jr. (hereinafter "Inventor"), his entire right, title and interest in and to an application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries; said application entitled,

**INEXPENSIVE COMPUTER-AIDED LEARNING
METHODS AND APPARATUS FOR LEARNERS;**

and having

SC/Serial Number 09/290,770 and filed on the 13th day of April, 1999.

The above-mentioned entire right, title and interest, including said invention and patents, acquired by Assignor is hereinafter known as "IP Rights".

WHEREAS IPLearn, LLC (hereinafter termed "Assignee"), a limited liability corporation of the State of California, having a place of business at 1807 Limetree Lane, Mountain View, California 94040, wishes to acquire Assignor's IP Rights.

NOW THEREFORE, for good and valuable consideration acknowledged by Assignor to have been received in full from said Assignee:

1. Said Assignor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any and all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Assignor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignor in providing such cooperation shall be paid for by said Assignee.

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3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignor, its successors, assigns and other legal representatives.

4. Said Assignor hereby warrants and represents that said Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the Assignor has executed this instrument on the date of acknowledgement before Colina Tong as given below and delivered this instrument to the Assignee.

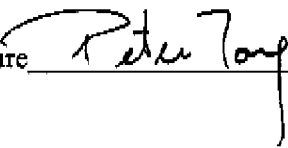
Assignor: IPLearn, Inc.

Date: August 10, 1999

Name: Peter Tong

Name: Colina Tong

Signature



Signature

