

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Michael Bundlie	12/07/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Age of Learning, Inc.
<b>Street Address:</b>	101 N. Brand Blvd.
<b>Internal Address:</b>	Suite 870
<b>City:</b>	Glendale
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91203
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12963546
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)493-6811
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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<b>Correspondent Name:</b>	Wilson Sonsini Goodrich & Rosati
<b>Address Line 1:</b>	650 Page Mill Road
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304
<b>ATTORNEY DOCKET NUMBER:</b>	40288-707.201
<b>NAME OF SUBMITTER:</b>	Michael J. Hostetler
<b>Total Attachments: 2</b> source=707B#page1.tif source=707B#page2.tif	

CH \$40.00 12963546

WHEREAS, the undersigned:

Michael Bundlie,  
14709 Morrison Street  
Sherman Oaks, CA 91403

(hereinafter "Inventor(s)), have invented certain new and useful improvements in

**VERTICALLY INTEGRATED MOBILE EDUCATIONAL SYSTEM**

- for which a United States patent application is executed on even date herewith;
- for which Application No. 12/963,546 was filed on 12/8/2010 in the United States Patent Office;
- for which Application No. \_\_\_\_\_ was filed on \_\_\_\_\_ in the U.S. Receiving Office of the Patent Cooperation Treaty;
- for which Application No. \_\_\_\_\_ was filed on \_\_\_\_\_ in the \_\_\_\_\_ Patent Office; and/or
- for which an application was filed upon which a United States Patent issued on \_\_\_\_\_, as U.S. Patent No. \_\_\_\_\_

(hereinafter "Application(s)").

WHEREAS, Age of Learning, Inc., a corporation of the State of Delaware, having a place of business at 101 N. Brand Blvd., Suite 870, Glendale, CA 91203, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions, including the right to claim priority to said Inventions; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).

2. Said Inventor(s) hereby covenant and agree 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, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution 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 prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

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 Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

PATENT ASSIGNMENT

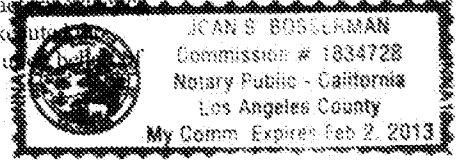
Docket Number 40288-707.201

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 11/7/10 [Signature]  
Michael Bundlie

State/Commonwealth of CA  
County of Los Angeles

On Dec 7, 2010 before me, Jean Bosserman/Notary (Name/Title of Notary) personally appeared Michael Bundlie (Name of Signer) who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity to which the person acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State/Commonwealth of CA that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature: [Signature]

(Notary Seal)

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: 1/6/11

By: [Signature]  
Name: Doug Dohring  
Title: Chief Executive Officer