

2762-217
Form PTO-1595 (Rev. 06/04)

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RECORDATION FORM COVER SHEET PATENTS ONLY

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

<p>1. Name of conveying party(ies)/Execution Date(s):</p> <p>TEGRITY LTD.</p> <p>Execution Date(s): 10/1/2010</p> <p>Additional name(s) of conveying party(ies) attached? attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		<p>2. Name and address of receiving party(ies):</p> <p>NAME: THE MCGRAW-HILL COMPANIES, INC.</p> <p>ADDRESS: 1221 Avenue of the Americas New York, NY 10020-1095</p> <p>Additional name(s) & addresses(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>3. Name of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other</p>			
<p>4. Application number(s) or patent number(s): <input checked="" type="checkbox"/> This document is being filed together with a new application</p> <p>A. Patent Application No.(s) 12/606,058</p> <p>B. Patent No.(s)</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>			
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name:</p> <p>Address: Rothwell, Figg, Ernst & Manbeck Suite 800</p> <p>Street Address: 1425 K St., N.W.</p> <p>City: Washington,</p> <p>State: D.C. Zip: 20005</p> <p>Telephone No.: 202/783-6040</p> <p>Facsimile No.: 202/783-6031</p> <p>Email Address: info@rfem.com</p> <p>Attorney Docket No. : 2762-217</p>		<p>6. Total number of applications and patents involved: <u>One (1)</u></p> <p>7. Total fee (37 CFR 3.41): . . . \$ <u>40.00</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> None required (government interest not affecting title)</p> <p>8. Deposit account number: <u>02-2135</u></p> <p>Authorized User Name <u>Michael V. Battaglia</u></p>	
DO NOT USE THIS SPACE			
<p>9. Signature.</p> <p><u>/Michael V. Battaglia/</u> <u>May 10, 2011</u> Signature Date</p> <p><u>Michael V. Battaglia, Reg. No. 64,932-</u> Total number of pages including cover sheet, attachments and documents: <u>5</u> Name of Person Signing</p>			

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PATENT
REEL: 026296 FRAME: 0381

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ASSIGNMENT OF INVENTION, PATENT, AND PATENT APPLICATION

For good and valuable consideration, which comprises part of the consideration paid by the Assignee to the Assignor (each as defined below) for all the Intellectual Property being transferred to the Assignee, including under that certain Bill of Sale and Assignment executed by the parties on even date hereof, the receipt of which is hereby acknowledged;

Tegrity Ltd. (hereinafter: "Assignor"), being the owner of each patent and patent application described in Exhibit A, attached hereto (the "Patents");

hereby sell, assign, transfer and set over unto

The McGraw-Hill Companies, Inc. and its successors or assigns (hereinafter: "Assignee"), as of the date of this Agreement, in perpetuity:

The entire right, title and interest, including the right of priority, in and to the Patent and any patents to be or that were granted thereon anywhere in the world, and all divisions, continuations, continuations in part, reissues, additions and extensions thereof, and to any patent that may be granted thereon, including all inventions and applications relating to any of the foregoing; said rights of protection to be held and enjoyed by said Assignee for its own use and behalf and or use and behalf of its successors or assigns, to the full end of the term of which said Patent or other rights of protection may be granted, as fully and as entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.

The rights transferred by this Assignment include the right to recover and take all proceedings as may be necessary for the recovery of damages in respect of all infringements of the Patent. This assignment includes, but is not limited to, the patent application and underlying inventions listed in Exhibit A hereto.

Unless otherwise defined herein, capitalized terms are used herein as defined in the Asset Purchase Agreement dated as of August 26, 2010 (the "Asset Purchase Agreement") by and among the Buyer and the Company (as defined therein).

ASSIGNOR COVENANTS AND AGREES that it will, at any time upon Assignee's request, without further compensation, communicate to the Assignee, its successors, legal representatives and assigns, any facts known to it with respect to the Patents, provide testimony in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to assist the Assignee, its successors, legal representatives and assigns, to obtain and enforce proper protection, ownership and rights of use for said Patent in all countries. In the event the Assignor fails to execute and deliver such documents and instruments promptly upon the Assignee's request, the Assignee is hereby authorized and appointed attorney-in-fact of and for the Assignor to make, execute and deliver any and all such documents and instruments.

This Assignment of Invention and Patent Application incorporates by reference Section 1.06 and Article 10 of the Asset Purchase Agreement.

- Signature Page to Follow -

- 2 -

IN WITNESS WHEREOF, the undersigned have caused this Assignment of Invention and Patent Application to be duly executed.

ASSIGNEE:

The McGraw-Hill Companies, Inc.

By: _____

Title: _____

Signature: _____

Date: _____

ASSIGNOR:

Tegridy Ltd.

By:  _____Title: CEO _____

Signature: _____

Date: _____

- Signature Page to Patent Assignment Instrument -

- 2 -

IN WITNESS WHEREOF, the undersigned have caused this Assignment of Invention and Patent Application to be duly executed.

ASSIGNEE:

The McGraw-Hill Companies, Inc.

By: R.K. Kramenburg
President, McGraw-Hill Education
Professional & InternationalTitle: McGraw-Hill EducationSignature: [Signature]Date: Oct 1, 2010**ASSIGNOR:**

Tegridy Ltd.

By: _____

Title: _____

Signature: _____

Date: _____

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EXHIBIT A**PATENTS**

1. US patent 6,388,654 – Priority date: 3/Oct/1997 “Method and Apparatus for Processing, Displaying and Communicating Images”.

PATENTS APPLICATION

For the avoidance of any doubt, the following patents applications would be maintained by Tegrity Inc. (which will be a fully owned subsidiary of the Assignee following the Closing Date):

1. Pending US patent 10/977,257-Earliest priority date: 29/Oct/2003 “System and Method for Off-Line Synchronized Capturing and Reviewing Notes and Presentations”.
2. Pending US patent 12/046,406-Priority date: 28/Dec/2007 “Method and Apparatus for Collecting Metadata During Session Recording”.
3. Pending US patent 12/606,058 –Priority date: 10/Jul/2009 “Method and Apparatus for Automatic Annotation of Recorded Presentations”.

~~This incomplete. Pick up pending patent applications from Schedule 3.14(a).~~

PATENT**REEL: 026296 FRAME: 0385****137155501/2-402892/1 1371485501/240385**