

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NFORMA LEARNING SYSTEMS, INC.	02/25/2005
RECEIVING PARTY DATA	
Name:	Knowledge Factor, Inc.
Street Address:	4775 Walnut Street
Internal Address:	Suite 210
City:	Boulder
State/Country:	COLORADO
Postal Code:	80301
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12908303
CORRESPONDENCE DATA	
Fax Number:	(720)536-4910
Phone:	720.536.4900
Email:	rene@neugeborenlaw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Neugeboren O'Dowd PC
Address Line 1:	1227 Spruce Street
Address Line 2:	Suite 200
Address Line 4:	Boulder, COLORADO 80302
ATTORNEY DOCKET NUMBER:	3450.102.00US
NAME OF SUBMITTER:	Craig A. Neugeboren
Total Attachments: 16 source=3450.102.00US_Assignment_NFORMA_TO_KFI#page1.tif	

OP \$40.00 12908303

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source=3450.102.00US\_Assignment\_NFORMA\_TO\_KFI#page16.tif

LAW OFFICES OF

# ROYAL W. CRAIG

A PROFESSIONAL CORPORATION

10 NORTH CALVERT STREET  
SUITE 153

BALTIMORE, MARYLAND 21202

TEL 410. 385. 2383

FAX 410. 385. 2385

WEBSITE: www.patent-law.org

HUNT VALLEY OFFICE:  
TEL/FAX 410. 785. 1816

TRANSMITTAL BY EXPRESS MAIL No.:

EV663353986US

To The Honorable Commissioner  
of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Re: Assignment for ASSET PURCHASE AGREEMENT between  
Knowledge Factor, Inc. and Nformia Learning Systems, Inc.

LAW  
BUSINESS  
TECHNOLOGY

Dear Sir:

Transmitted herewith for filing are the above-referenced documents:

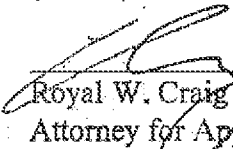
1. One (1) Recordation Form Cover Sheet with an Asset Purchase Agreement duly executed including cover sheet and attachment to Recordation Cover Sheet).
2. Our check # 1404 in the total amount of \$40.00 to cover the filing fee for the recordation.
3. Our post card. Please date stamp and return.

Please charge any unanticipated fees to our Deposit Account No. 03-3565 (a duplicate copy of this charge authorization is attached.)

Respectfully submitted,

February 25, 2005

Date

  
Royal W. Craig  
Attorney for Applicant  
Reg. No. 34,145

I HEREBY CERTIFY that on February 25, 2005, one copy of the above-referenced documents were deposited with the United States Postal Service for delivery by Express Mail to the United States Patent and Trademark Office.

Form PTO-1595  
(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼

RECORDATION FORM COVER SHEET  
**PATENTS ONLY**

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

NFORMA LEARNING SYSTEMS, Inc.  
1523 Crest Drive  
455 Weaver Park Road, Suite 400  
Encinitas, CA 92024

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 17 June 2003

2. Name and address of receiving party(ies)

Name: KNOWLEDGE FACTOR, INC.

Internal Address: \_\_\_\_\_

11533 Platte Street, Suite 300

Denver, CO 80202

Street Address: 11553 Platte Street, Suite 300

City: Denver State: CO Zip: 80202

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: N/A

A. Patent Application No.(s)

10/115,157

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Royal W. Craig

Internal Address: Law Offices of Royal Craig

Street Address: 10 North Calvert Street

Suite 153

City: Baltimore State: MD Zip: 21202

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

03-3565

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Royal W. CRAIG  
Name of Person Signing

Signature

25 February 2005  
Date

Total number of pages including cover sheet, attachments, and documents: 22

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

PATENT  
REEL: 027940 FRAME: 0109

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of June 17, 2003, by and between KNOWLEDGE FACTOR, INC. ("KFI"), a Delaware corporation and NFORMA LEARNING SYSTEMS, INC. ("Nforma"), a California corporation.

### Preamble

The respective Boards of Directors of Nforma and KFI are of the opinion that the transactions described herein are in the best interests of the Parties to this Agreement. This Agreement provides for the acquisition by KFI of the Assets set forth more specifically in Exhibit 8.1 pursuant to the terms of this Agreement. At the effective time of such Asset Purchase, Nforma shall have the right to receive shares of the common stock of KFI (except as provided herein).

Certain capitalized terms used in this Agreement are defined in Section 8.1 of this Agreement.

NOW, THEREFORE, in consideration of the above and the mutual warranties, representations, covenants, and agreements set forth herein, the Parties agree as follows:

## ARTICLE 1

### TRANSACTIONS AND TERMS OF ASSET PURCHASE

#### 1.1 Structure.

Subject to the terms and conditions of this Agreement, at the effective time of the Closing, KFI will acquire Assets of Nforma as more specifically set forth in Exhibit 8.1. The purchase of Nforma's Assets shall be consummated pursuant to the terms of this Agreement, which has been approved and adopted by the respective Boards of Directors and shareholders of each of Nforma and KFI.

#### 1.2 Time and Place of Closing.

The closing of the transactions contemplated hereby (the "Closing") will take place and be effective as of 9:00 A.M. on the date hereof (the "Effective Time") at the offices of KFI in the State of Colorado.

June 18, 2004

Patrick Engstrom  
Knowledge Factor, Inc.  
455 Weaver Park Road  
Suite 400  
Longmont, CO 80501

RE: ASSET PURCHASE AGREEMENT

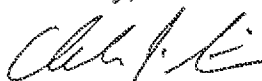
Dear Pat,

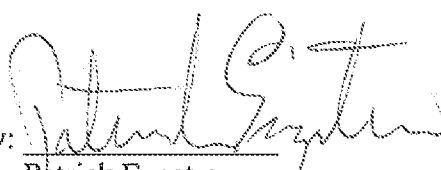
This Binding Letter of Intent is designed to set forth the terms under which Nforma Learning Systems, Inc., ("Nforma") agrees to forego its right, pursuant to Section 7.1 of the Asset Purchase Agreement ("APA") by and between Nforma and Knowledge Factor, Inc., ("KFI") to unwind the transaction. As you are aware, Nforma's right to unwind the transaction has been triggered by KFI not achieving the funding or revenue milestones set forth in Section 7.1., of the APA. On the other hand, KFI's obligation to make the subsequent share grant set forth in Section 2.2 of the APA is contingent upon Patent Application 10/115,157 issuing as a patent with Claim 1 having substantially the same scope. Nforma is informed that the issuance of the Patent with Claim 1 intact is still viable; however, Nforma and KFI believe it is in the interest of both parties to finalize their relationship. Nforma will execute the attached waiver (Exhibit A), in exchange for the issuance of KFI shares to its shareholders as set forth in Exhibit 2.2 of the APA, and restated within this Letter of Intent as Exhibit B.

The obligations of the Parties set forth above, shall be contingent upon the unanimous written consent of Nforma's shareholders and directors, as well as the unanimous written consent of KFI's disinterested directors. The transaction shall close no later than July 15, 2004. The obligations shall also be contingent upon the issuance of such shares being exempt from registration under federal and state law.

Please acknowledge your agreement to the terms set forth herein and your agreement to be bound by this agreement by signing this letter below and returning a copy to me by return fax to 760-944-1644.

Sincerely,

  
Charles J. Smith  
President  
Nforma Learning Systems, Inc.

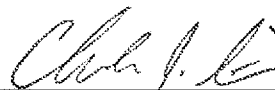
Acknowledged By: 

Patrick Engstrom  
President/CEO  
Knowledge Factor, Inc.

## Exhibit A

### Waiver

Nforma Learning Systems, Inc., by its President Charles J. Smith, hereby waives its right pursuant to Section 7.1 of the Asset Purchase Agreement ("APA") by and between Nforma Learning Systems, Inc., ("Nforma") and Knowledge Factor, Inc., ("KFI") to fully unwind the transaction, and re-acquire the Assets sold thereunder, in exchange for Seventy-Four Thousand, One Hundred Fifty (74,150) shares of KFI common stock to be issued to Nforma shareholders in accordance with Exhibit 2.2. of the APA. Such shares are to be issued regardless of whether or not Patent Application Serial #10/115,157 issues with Claim 1 in substantially the same scope as filed.



---

Charles J. Smith  
President  
Nforma Learning Systems, Inc.

**Exhibit B**

**Issuance of Shares**

<u>Shareholder Name</u>	<u>Number of Shares</u>
Charles & Diane Smith Family Trust	44,713
Robert Serling	17,944
James Bruno	4,523
Jay M. Short and Heidi P. Short as joint tenants with rights of survivorship	4,078
Clara Lee Smith	2,002
The Roberta Lynn Blank Trust	<u>890</u> 74,150



## INVENTION AND PATENT APPLICATION ASSIGNMENT

WHEREAS, we, James E. Bruno, Charles J. Smith, Arthur Blank, Len Schiedel, and Robert Serling, citizens of the United States of America (hereinafter referred to as "Assignors" or each individually as "Assignor"), have invented a certain invention (the "Invention") for which a first U.S. Provisional Patent Application has been filed (Ser. No. 60/237789), and for which a Patent Cooperation Treaty ("PCT") Patent Application has been filed (Int'l Application No. PCT/US01/31633) (the "PCT Application"), and for which a second U.S. Provisional Patent Application has been filed (Serial No. 60/367,563 filed March 26, 2002), and for which a U.S. Utility Patent Application has been filed (Ser. No. 10/115,157, filed April 3, 2002) (the patent applications are collectively referred to as the "Applications"); and

WHEREAS, for valuable consideration, each Assignor has previously executed an agreement assigning all Assignor's right, title, and interest to the Invention to Nforma Learning Systems, Inc., a corporation organized and existing under and by virtue of the laws of the State of California and having its principal place of business at 1523 Crest Drive, Encinitas, California 92024 (hereinafter referred to as "Assignee"), and each Assignor now desires to assist Assignee to formalize and perfect its rights in the Invention and the Applications by executing this Invention and Patent Application Assignment (this "Assignment") which Assignee intends to file with the United States Patent and Trademark Office, and other applicable governmental authorities.

WHEREAS, for valuable consideration, each Assignor has previously executed an Invention And Patent Application Assignment assigning all Assignor's right, title, and interest to said first U.S. Provisional Patent Application (Ser. No. 60/237789), and to said Patent Cooperation Treaty ("PCT") Patent Application (Int'l Application No. PCT/US01/31633) (the "PCT Application") for the Invention to Nforma Learning Systems, Inc., supra.

WHEREAS, Assignee desires to formalize and perfect its exclusive right, title and interest in, to and under the second U.S. Provisional Patent Application Serial No. 60/367,563 filed March 26, 2002, and U.S. Utility Patent Application Ser. No. 10/115,157, filed April 3, 2002, and each Assignor now desires to assist Assignee to formalize and perfect its rights in the Invention and the Applications by executing this Invention and Patent Application Assignment (this "Assignment") which Assignee intends to file with the United States Patent and Trademark Office, and other applicable governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignors hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, the full and exclusive right, title and interest to U.S. Provisional Patent Application Serial No. 60/367,563 filed March 26, 2002, and U.S. Utility Patent Application Ser. No. 10/115,157, filed April 3, 2002, and to all Letters Patents or applications or similar legal protection thereto, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for the Invention, and to any continuation, division, renewal, substitute, or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including but not limited to, all priority rights under the International Convention, any continuation in part, request for continuing examination, and any national application derived from the PCT Application; and Assignors hereby authorize and request the United States Commissioner of



PATENT

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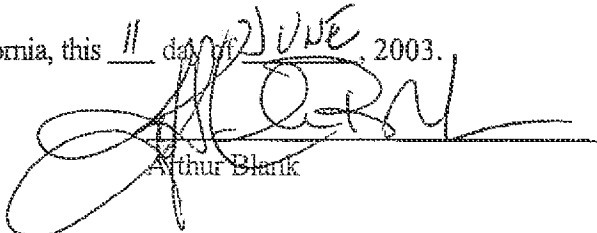
Patents and Trademarks and any officials of foreign countries whose duty it is to issue patents or any legal equivalent thereof to said Assignee, its successors and assigns, to do so in accordance with this Assignment.

Each Assignor hereby individually covenants the following: (i) that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment; (ii) that no rights, title, or interest to the Invention or the Applications are retained by Assignor; and (iii) that Assignor will, upon request, promptly provide Assignee with all pertinent facts and documents relating to the Applications, the Invention and said Letters Patents and legal equivalents as may be known and accessible to Assignor and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce the Applications, the Invention and said Letters Patents and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

Each Assignor hereby irrevocably constitutes and appoints Assignee, with full power of substitution, as Assignor's true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Assignor and in the name of Assignor or in its own name, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of the assignment hereunder, and Assignee hereby accepts such appointment.

This assignment and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the internal laws of the State of California (without regard to the conflict of laws principles of such State), including all matters of construction, validity and performance, to the extent such state laws are not preempted by federal law. This assignment document may be executed in any number of original or facsimile counterparts, each of which shall constitute an original but all of which taken together shall constitute one and the same instrument.

WITNESS my hand at Encinitas, California, this 11 day of June, 2003.

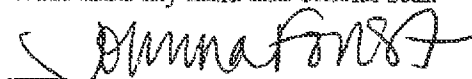
  
Arthur Blank

STATE OF CALIFORNIA )

COUNTY OF SAN DIEGO ) ss

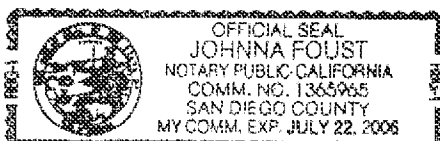
Arthur Blank personally known to me -OR- ✓ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary public in and for said County and State

**PATENT**



## INVENTION AND PATENT APPLICATION ASSIGNMENT

WHEREAS, we, James E. Bruno, Charles J. Smith, Arthur Blank, Len Schiedel, and Robert Serling, citizens of the United States of America (hereinafter referred to as "Assignors" or each individually as "Assignor"), have invented a certain invention (the "Invention") for which a first U.S. Provisional Patent Application has been filed (Ser. No. 60/237789), and for which a Patent Cooperation Treaty ("PCT") Patent Application has been filed (Int'l Application No. PCT/US01/31633) (the "PCT Application"), and for which a second U.S. Provisional Patent Application has been filed (Serial No. 60/367,563 filed March 26, 2002), and for which a U.S. Utility Patent Application has been filed (Ser. No. 10/115,157, filed April 3, 2002) (the patent applications are collectively referred to as the "Applications"); and

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Patents and Trademarks and any officials of foreign countries whose duty it is to issue patents or any legal equivalent thereof to said Assignee, its successors and assigns, to do so in accordance with this Assignment.

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Each Assignor hereby irrevocably constitutes and appoints Assignee, with full power of substitution, as Assignor's true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Assignor and in the name of Assignor or in its own name, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of the assignment hereunder, and Assignee hereby accepts such appointment.

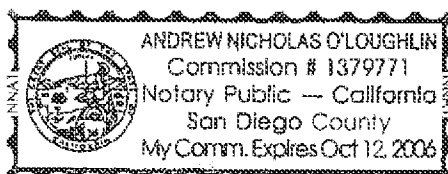
This assignment and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the internal laws of the State of California (without regard to the conflict of laws principles of such State), including all matters of construction, validity and performance, to the extent such state laws are not preempted by federal law. This assignment document may be executed in any number of original or facsimile counterparts, each of which shall constitute an original but all of which taken together shall constitute one and the same instrument.

WITNESS my hand at Encinitas, California, this 4 day of June, 2003.

Robert Serling  
Robert Serling

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF San Diego )

Robert Serling G personally known to me -OR- G 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 he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Thos. H. H.  
Notary public in and for said County and State

## INVENTION AND PATENT APPLICATION ASSIGNMENT

WHEREAS, we, James E. Bruno, Charles J. Smith, Arthur Blank, Len Schiedel, and Robert Serling, citizens of the United States of America (hereinafter referred to as "Assignors" or each individually as "Assignor"), have invented a certain invention (the "Invention") for which a first U.S. Provisional Patent Application has been filed (Ser. No. 60/237789), and for which a Patent Cooperation Treaty ("PCT") Patent Application has been filed (Int'l Application No. PCT/US01/31633) (the "PCT Application"), and for which a second U.S. Provisional Patent Application has been filed (Serial No. 60/367,563 filed March 26, 2002), and for which a U.S. Utility Patent Application has been filed (Ser. No. 10/115,157, filed April 3, 2002) (the patent applications are collectively referred to as the "Applications"); and

WHEREAS, for valuable consideration, each Assignor has previously executed an agreement assigning all Assignor's right, title, and interest to the Invention to Nforma Learning Systems, Inc., a corporation organized and existing under and by virtue of the laws of the State of California and having its principal place of business at 1523 Crest Drive, Encinitas, California 92024 (hereinafter referred to as "Assignee"), and each Assignor now desires to assist Assignee to formalize and perfect its rights in the Invention and the Applications by executing this Invention and Patent Application Assignment (this "Assignment") which Assignee intends to file with the United States Patent and Trademark Office, and other applicable governmental authorities.

WHEREAS, for valuable consideration, each Assignor has previously executed an Invention And Patent Application Assignment assigning all Assignor's right, title, and interest to said first U.S. Provisional Patent Application (Ser. No. 60/237789), and to said Patent Cooperation Treaty ("PCT") Patent Application (Int'l Application No. PCT/US01/31633) (the "PCT Application") for the Invention to Nforma Learning Systems, Inc., supra.

WHEREAS, Assignee desires to formalize and perfect its exclusive right, title and interest in, to and under the second U.S. Provisional Patent Application Serial No. 60/367,563 filed March 26, 2002, and U.S. Utility Patent Application Ser. No. 10/115,157, filed April 3, 2002, and each Assignor now desires to assist Assignee to formalize and perfect its rights in the Invention and the Applications by executing this Invention and Patent Application Assignment (this "Assignment") which Assignee intends to file with the United States Patent and Trademark Office, and other applicable governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignors hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, the full and exclusive right, title and interest to U.S. Provisional Patent Application Serial No. 60/367,563 filed March 26, 2002, and U.S. Utility Patent Application Ser. No. 10/115,157, filed April 3, 2002, and to all Letters Patents or applications or similar legal protection thereto, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for the Invention, and to any continuation, division, renewal, substitute, or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including but not limited to, all priority rights under the International Convention, any continuation in part, request for continuing examination, and any national application derived from the PCT Application; and Assignors hereby authorize and request the United States Commissioner of


Patents and Trademarks and any officials of foreign countries whose duty it is to issue patents or any legal equivalent thereof to said Assignee, its successors and assigns, to do so in accordance with this Assignment.

Each Assignor hereby individually covenants the following: (i) that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment; (ii) that no rights, title, or interest to the Invention or the Applications are retained by Assignor; and (iii) that Assignor will, upon request, promptly provide Assignee with all pertinent facts and documents relating to the Applications, the Invention and said Letters Patents and legal equivalents as may be known and accessible to Assignor and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce the Applications, the Invention and said Letters Patents and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

Each Assignor hereby irrevocably constitutes and appoints Assignee, with full power of substitution, as Assignor's true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Assignor and in the name of Assignor or in its own name, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of the assignment hereunder, and Assignee hereby accepts such appointment.

This assignment and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the internal laws of the State of California (without regard to the conflict of laws principles of such State), including all matters of construction, validity and performance, to the extent such state laws are not preempted by federal law. This assignment document may be executed in any number of original or facsimile counterparts, each of which shall constitute an original but all of which taken together shall constitute one and the same instrument.

WITNESS my hand at ERMITAGE, California, this 29 day of MAY, 2003.

  
Charles J. Smith

STATE OF CALIFORNIA )  
COUNTY OF SANDIEGO ) ss

Charles J. Smith ~~is personally known to me~~ -OR- ~~is~~ 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 he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Johnna Forst  
Notary public in and for said County and State



# PATENT

REEL: 027940 FRAME: 0121



LAW OFFICES OF

# ROYAL W. CRAIG

A PROFESSIONAL CORPORATION

10 NORTH CALVERT STREET  
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FAX 410. 385. 2385  
Website: www.patent-law.org

HUNT VALLEY OFFICE:  
TEL/FAX 410. 785. 1816

## TRANSMITTAL BY EXPRESS MAIL No.:

To The Honorable Commissioner  
of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

EL943632931US

Re: Assignment for U.S. Provisional Patent Application 60/367,563 filed:  
March 26, 2002 & for U.S. Patent Application 10/115,157 filed: April 3  
, 2002.

LAW  
BUSINESS  
TECHNOLOGY

Dear Sir:

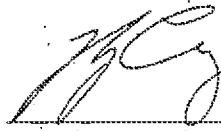
Transmitted herewith for filing are the above-referenced documents:

1. One (1) Recordation Form Cover Sheet with two (2) Assignments duly executed (12 pp) including cover sheet and attachment to Recordation Cover Sheet).
2. Our check # 3557 in the total amount of \$80.00 to cover the filing fee for the recordation of two (2) assignments.
3. Our post card. Please date stamp and return.

Please charge any unanticipated fees to our Deposit Account No. 03-3565 (a duplicate copy of this charge authorization is attached.)

Respectfully submitted,

June 17, 2003  
Date

  
\_\_\_\_\_  
Royal W. Craig  
Attorney for Applicant  
Reg. No. 34,145

I HEREBY CERTIFY that on June 17, 2003, one copy of the above-referenced documents were deposited with the United States Postal Service for delivery by Express Mail to the United States Patent and Trademark Office.

Form PTO-1595  
(Rev. 03/01)

OMB No. 0851-0027 (exp. 5/31/2002)

Tab settings

RECORDATION FORM COVER SHEET  
**PATENTS ONLY**

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

BRUNO, James E.  
10652 Ohio Avenue  
Los Angeles, CA 90024

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: May 28, 2003

2. Name and address of receiving party(ies)

Name: NFORMA LEARNING SYSTEMS, Inc.

Internal Address: \_\_\_\_\_

Street Address: 1523 Crest Drive

City: Encinitas State: CA Zip: 92024

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: N/A

A. Patent Application No.(s)

60/367,563  
10/115,157

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Royal W. Craig

Internal Address: Law Offices of Royal Craig

Street Address: 10 North Calvert Street

Suite 153

City: Baltimore State: MD Zip: 21202

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41) \$ 80.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number:

03-3565

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 12

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

PATENT

RECORDED: 03/27/2012

REEL: 027940 FRAME: 0123