

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT2772686

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| AARON M. SIMMONS | 10/15/2013 |
| BRYAN PELLOM | 10/15/2013 |
| KARL F. RIDGEWAY | 10/15/2013 |
| RECEIVING PARTY DATA | |
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| Street Address: | 135 WEST MARKET STREET |
| City: | HARRISONBURG |
| State/Country: | VIRGINIA |
| Postal Code: | 22801 |
| PROPERTY NUMBERS Total: 3 | |
| Property Type | Number |
| Application Number: | 61697521 |
| Application Number: | 14020385 |
| PCT Number: | US2013058518 |
| CORRESPONDENCE DATA | |
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| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | |
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| Correspondent Name: | COOLEY LLP |
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| Address Line 4: | WASHINGTON, DISTRICT OF COLUMBIA 20004 |
| ATTORNEY DOCKET NUMBER: | ROSE-031/01US 309803-2075 |
| NAME OF SUBMITTER: | JENNIFER H. VOLK |
| SIGNATURE: | /Jennifer H. Volk/ |
| DATE SIGNED: | 03/18/2014 |
| Total Attachments: 6 | |
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ASSIGNMENT

Aaron M. Simmons, residing at 1040 Waite Drive, Boulder, CO 80303; Bryan Pellom, residing at 2812 Ironwood Circle, Erie, CO 80302; and Karl F. Ridgeway, residing at 2623 Sherwood Circle, Boulder, CO 80304 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in the following applications for patent:

- (1) U.S. provisional application
 - (a) to be filed herewith; or
 - (b) bearing Application No. 61/697,521, filed on September 6, 2012, and entitled "Method and System for Oral Reading Fluency Training";
- (2) U.S. non-provisional application
 - (a) to be filed herewith; or
 - (b) bearing Application No. 14/020,385, filed on September 6, 2013, and entitled "Method and System for Reading Fluency Training"; and/or
- (3) PCT application
 - (a) bearing Application No. PCT/US2013/058518, filed on September 6, 2013, and entitled "A Method and System for Reading Fluency Training".

WHEREAS, Rosetta Stone Ltd., a corporation duly organized under and pursuant to the laws of the Commonwealth of Virginia, and having its principal place of business at 135 West Market Street, Harrisonburg, VA 22801 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the applications for patent identified in paragraph (1), (2) and (3); the right to file applications for patent of the United States or other countries on the Invention(s); any application for patent of the United States or other countries claiming priority to these applications; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, 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 Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the applications for patent identified in paragraph (1), (2) and (3);

(c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to the application(s) for patent identified in paragraph (1), (2) and/or (3) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are 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, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1), (2) and/or (3) when known.


The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: Oct-15-2013

By: 
Aaron M. Simmons

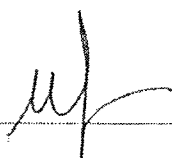
WITNESSED BY:

Date: 10/15/2013

By: 

Name: Enrique Ma. R. Sarmiento

Date: 10/15/2013

By: 

Name: Megan Sills

Date: 10-15-2013

By: 
Bryan Pellom


WITNESSED BY:

Date: 10/15/13

By: Meagan Sills

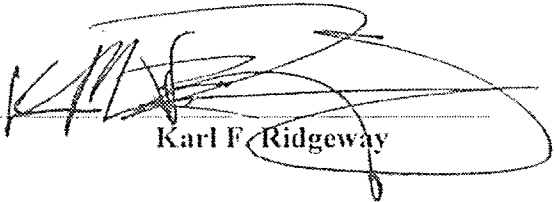
Name: 

Date: 10-15-2013

By: 

Name: CHRISTOPHER W. RAULT

Date: 10/15/13

By: 
Karl F. Ridgeway

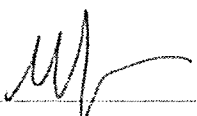
WITNESSED BY:

Date: 10/15/2013

By: 

Name: Enrique M. R. Sarmiento

Date: 10/15/2013

By: 

Name: Meagan Sills

Date: Nov 13, 2013

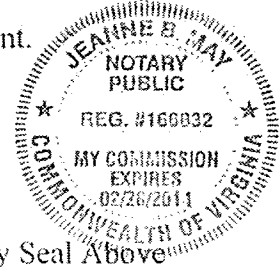
Signature: [Handwritten Signature]
Name: Michael C. Wu
Title: General Counsel & Secretary
Company: Rosetta Stone Ltd.

State of Virginia
County of Rockingham ss.

On November 13, 2013 before me, Jeanne B. May Notary Public, personally appeared Michael C. Wu, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Handwritten Signature: Jeanne B. May]
Signature of Notary Public



Place Notary Seal Above

My Commission Expires: 2-28-2014