

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT2783199

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BRENDAN JARED KEALEY	03/21/2014
PAUL JOSEPH ARENS	03/21/2014
ADAM WALTER KRAPFL	03/20/2014
PAUL CHRISTOPHER GRUDNITSKI	03/20/2014
ROBBIE ALLEN NIELSEN	03/21/2014
JAMES TAVIS SETARO	03/21/2014
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Name:	PEARSON EDUCATION, INC.
Street Address:	ONE LAKE STREET
City:	UPPER SADDLE RIVER
State/Country:	NEW JERSEY
Postal Code:	07458
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14222317
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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Email:	djstephenson@kilpatricktownsend.com
Correspondent Name:	KILPATRICK TOWNSEND & STOCKTON LLP
Address Line 1:	TWO EMBARCADERO CENTER
Address Line 2:	EIGHTH FLOOR
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111-3834
ATTORNEY DOCKET NUMBER:	56838-902572 (3700US)
NAME OF SUBMITTER:	KATHERINE S. GAUDRY
SIGNATURE:	/Katherine S. Gaudry, Reg. No. 61,536/
DATE SIGNED:	03/25/2014
Total Attachments: 6	

PATENT

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ASSIGNMENT
(Patent Application)

We, the undersigned, have invented certain inventions and improvements disclosed in a utility (provisional or non-provisional) or design patent application entitled

**“SEMI-NETWORK INDEPENDENT
EDUCATIONAL ELECTRONIC EXAM ENGINE”**

the specification of which is provided with this Assignment and identified by the Attorney Docket No. above. (Serial No. 14/222,317 filed on March 21, 2014)

For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which we acknowledge, we:

1. Agree to assign, transfer, convey, and sell, hereby assign, transfer, convey, and sell and have assigned, transferred, conveyed, and sold to Pearson Education, Inc., a corporation of the State of Delaware having a principal place of business at One Lake Street, Upper Saddle River, New Jersey 07458 (“Assignee”), the entire right, title, and interest in and to:
 - (a) all intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work or design) disclosed, embodied, shown, or claimed in the above-referenced patent application, implicitly or explicitly;
 - (b) the above-referenced patent application, the right to claim priority to the above-referenced patent application, all applications based in whole or in part upon the above-referenced patent application, including, without limitation, all applications that are a provisional, non-provisional, design, divisional, continuation, continuation-in-part, registration, utility model, industrial design, reissue, renewal, substitute, extension, reexamination, post-grant review, inter partes review, supplemental examination or non-U.S. patent application or application for other rights based in whole or in part on the above-referenced patent application;
 - (c) all patents (including, without limitation, all U.S. and non-U.S. patents, registrations, utility models, industrial designs, design patents, counterparts, continuations, continuations-in-part, divisionals, reissues, renewals, substitutes, extensions, reexaminations, post-grant reviews, inter partes reviews and supplemental examinations) that are granted or issued upon, or that claim priority to, any and all applications described in (b) of this paragraph or that disclose or claim intellectual property described in (a) of this paragraph, in whole or in part; and

- (d) all claims for damages by reason of past infringement of any rights under the applications or patents described in (a), (b) or (c) of this paragraph (including provisional rights to reasonable royalties pursuant to 35 U.S.C. §154(d)) and the right to sue for and collect such damages and royalties for Assignee's own use.
2. Authorize and request the U.S. Patent and Trademark Office or any other U.S. or non-U.S. agency to issue to the Assignee any and all patent(s), or other rights or documents, resulting from the intellectual property, patent application(s) and patents described in paragraph 1 of this Assignment.
 3. Agree to sign all papers and documents, including without limitation, applications, declarations, oaths and petitions, and, at the Assignee's expense, perform any other acts that are necessary in connection with prosecution of patent application(s) or intellectual property described in paragraph 1 of this Assignment and the enforcement of patent(s) or other rights resulting from such patent application(s) or intellectual property.
 4. Agree that the terms, covenants, and conditions of this Assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon us, as well as our heirs, legal representatives, and assigns.
 5. Promise and affirm that we have not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment.
 6. Authorize Kilpatrick Townsend & Stockton to insert above the application number and filing date of the above-described patent application when known.

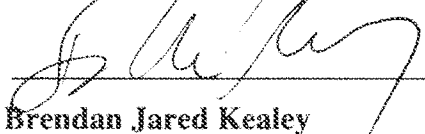
Signed on the dates indicated beside our signatures.

Signature: _____ Date: _____
Brendan Jared Kealey

Signature: _____ Date: _____
Paul Joseph Arens

- (d) all claims for damages by reason of past infringement of any rights under the applications or patents described in (a), (b) or (c) of this paragraph (including provisional rights to reasonable royalties pursuant to 35 U.S.C. §154(d)) and the right to sue for and collect such damages and royalties for Assignee's own use.
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Signed on the dates indicated beside our signatures.

Signature: 
Brendan Jared Kealey

Date: 3/21/14

Signature: 
Paul Joseph Arens

Date: 3/21/2014

ASSIGNMENT
SEMI-NETWORK INDEPENDENT
EDUCATIONAL ELECTRONIC EXAM ENGINE
Attorney Docket No. 56838-003700US-902572
Page 3 of 3

Signature: 
Adam Walter Krapfl

Date: 3/20/2014

Signature: 
Paul Christopher Grudnitski

Date: 3/20/2014

Signature: _____
Robbie Allen Nielsen

Date: _____

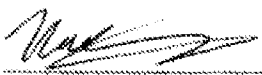
Signature: _____
James Tavis Setaro

Date: _____

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Page 3 of 3

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Attorney Docket No. 56838-003700US-902572
Page 3 of 3

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James Tavis Setaro