

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT2905552

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/23/2013

CONVEYING PARTY DATA

Name	Execution Date
MIMIO, LLC	12/23/2013

RECEIVING PARTY DATA

Name:	LAZEL, INC.
Street Address:	17855 DALLAS PARKWAY SUITE 400
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75287

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	6523007
Patent Number:	7152034
Application Number:	12509387

CORRESPONDENCE DATA**Fax Number:**

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 214-932-9500
Email: scott.mcwhorter@cambiumlearning.com
Correspondent Name: SCOTT MCWHORTER
Address Line 1: 17855 N. DALLAS PARKWAY SUITE 400
Address Line 4: DALLAS, TEXAS 75287

NAME OF SUBMITTER:	J. SCOTT MCWHORTER
SIGNATURE:	/JSM/
DATE SIGNED:	06/19/2014
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 5

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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this "Patent Assignment Agreement") is entered into as of December 23, 2013, by and between **Mimio, LLC**, a Delaware limited liability (the "Assignor") and **LAZEL, Inc.**, a Delaware corporation (the "Assignee"). Capitalized terms used in this Patent Assignment Agreement but not otherwise defined herein have the meanings ascribed thereto in the Asset Purchase Agreement (as defined herein).

RECITALS:

WHEREAS, the Assignor and the Assignee entered into that certain Asset Purchase Agreement (the "Asset Purchase Agreement") dated of even date with the execution of this Patent Assignment Agreement, pursuant to which the Assignor has agreed to sell, assign, convey, transfer and deliver the patents and patent applications listed on **Schedule A** (the "Patent Rights") to the Assignee free and clear of all Liens, subject to the terms and conditions of the Asset Purchase Agreement; and

WHEREAS, the Assignee is desirous of confirming as a matter of record its acquisition of the Patent Rights, including pending applications and registrations, together with the good will of the business connected with the Patent Rights.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties and covenants set forth herein and in the Asset Purchase Agreement, and for the consideration described in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Assignor hereby assigns, sells, conveys, transfers and sets over to the Assignee all rights, title and interest of the Assignor in, to and under the Patent Rights, including pending applications and issued patents and all causes of action and claims based on past actions or infringement related to the Patent Rights, free and clear of all Liens (collectively, the "Assignment"). The Assignee hereby accepts the Assignment of the Patent Rights as contemplated herein.
2. From time to time and at any time, at the Assignee's request, and without further consideration, the Assignor shall execute and deliver such further documents and instruments of conveyance, assignment and transfer, and shall take such further actions as may be necessary, desirable, proper or advisable under applicable Laws in the opinion of the Assignee, for the purpose of transferring and conveying all right, title and interest in and to the Patent Rights. In the event the Assignor chooses to engage counsel to advise or assist with respect to such actions, the Assignor's legal fees and expenses shall be the Assignor's sole responsibility.
3. This Patent Assignment Agreement is an instrument of transfer contemplated by, and executed pursuant to, the Asset Purchase Agreement and is subject in all respects to the terms and conditions thereof, and all of the representations, warranties, covenants and agreements of the Assignor and Assignee contained therein, all of which shall survive the execution and delivery of this Patent Assignment Agreement in accordance with the terms of the Asset Purchase Agreement. Nothing in this Patent Assignment Agreement will be construed to supersede, amend or modify any provision of the Asset Purchase Agreement or any rights or obligations under the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement will govern.
4. Each party hereto agrees to cooperate fully with the other party and to execute such further instruments, documents and agreements, and to give such further written assurances, as may be reasonably requested or necessary, proper or advisable under applicable Laws by any other party to evidence and reflect better and to carry into effect the intents and purposes of this Patent Assignment Agreement.
5. Nothing in this instrument, express or implied, is intended or will be construed to confer upon, or give to, any person other than the Assignee and its successors and assigns, any remedy or claim under or by reason of this instrument or any terms, covenants or conditions hereof, and all of the

terms, covenants and conditions, promises and agreements contained in this instrument will be for the sole and exclusive benefit of the Assignee and its successors and assigns.

6. This Patent Assignment Agreement (a) is irrevocable and effective upon the Assignee's and Assignor's signature to and delivery of a manually signed copy of this Patent Assignment Agreement or facsimile or email transmission of the signature to this Patent Assignment Agreement to the other party in connection with the Closing, if and only if the Closing is completed, (b) is executed by, and will be binding upon, the respective parties hereto and their successors and assigns, and (c) may be signed in counterparts as provided in the Asset Purchase Agreement.
7. The parties may amend this Patent Assignment Agreement only by a written agreement signed by the parties to be bound by the amendment and that identifies itself as an amendment to this Patent Assignment Agreement.
8. If any provision of this Patent Assignment Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Patent Assignment Agreement will remain in full force. Any provision of this Patent Assignment Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
9. This Patent Assignment Agreement will be governed in all respects, including but not limited to, as to validity, interpretation and effect, by the internal laws of the State of New York, without giving effect to its principles or rules of conflict of laws (to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction). Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any New York state court or federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any Action arising out of or relating to this this Patent Assignment Agreement or the transactions contemplated hereby or for recognition or enforcement of any judgment relating thereto, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such Action may be heard and determined in such New York state court or, to the extent permitted by Law, in such federal court. Each of the parties hereto agrees that a final judgment in any such Action will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each party to this Patent Assignment Agreement irrevocably consents to service of process in the manner provided for notices in Section 8.01 of the Asset Purchase Agreement. Nothing in this Patent Assignment Agreement will affect the right of any party to this Patent Assignment Agreement to serve process in any other manner permitted by Law.

(Signature page follows)

IN WITNESS WHEREOF, the parties have duly executed and delivered this Patent Assignment Agreement under seal on date indicated below.

Mimio, LLC

LAZEL, Inc.

By:  _____

By: _____

Name: Ali Reza (Alex) Scitani

Name: _____

Title: Manager

Title: _____

Date: December 23, 2013 _____

Date: _____

IN WITNESS WHEREOF, the parties have duly executed and delivered this Patent Assignment Agreement under seal on date indicated below.

Mimio, LLC

By: _____

Name: Ali Reza (Alex) Soltani

Title: Manager

Date: _____

LAZEL, Inc.

By: John Campbell

Name: John Campbell

Title: President and Chief Executive Officer

Date: December 23, 2013

**Schedule A
Patent Rights**

Patent Application No.	Title	Status	Foreign Filings
US 6523907	Teaching Method And System	Granted	AU, CA, JP
US 7152034	Teaching Method And System	Granted	
US 12/509367	System and Method for Teaching and Testing Comprehension	Pending	