

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3537199

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
WAYNE OSTLER	09/22/2015
JASON CRAFT	09/22/2015
PHILIP MOODY	09/22/2015
ELLEN STRAIN-SEYMOUR	09/22/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PEARSON EDUCATION, INC.
<b>Street Address:</b>	330 HUDSON STREET
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10013
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14860323
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<i>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.</i>	
<b>Email:</b>	payoung@kilpatricktownsend.com
<b>Correspondent Name:</b>	KILPATRICK TOWNSEND & STOCKTON LLP
<b>Address Line 1:</b>	TWO EMBARCADERO CENTER
<b>Address Line 2:</b>	EIGHTH FLOOR
<b>Address Line 4:</b>	SAN FRANCISCO, CALIFORNIA 94111
<b>ATTORNEY DOCKET NUMBER:</b>	056838-0956070 (013300US)
<b>NAME OF SUBMITTER:</b>	PHOEBE YOUNG
<b>SIGNATURE:</b>	/Phoebe Young/
<b>DATE SIGNED:</b>	09/22/2015
	This document serves as an Oath/Declaration (37 CFR 1.63).
<b>Total Attachments: 8</b>	
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**PATENT**  
**REEL: 036624 FRAME: 0787**

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## COMBINED ASSIGNMENT AND DECLARATION OF PATENT APPLICATION

Title of Invention: ASSESSMENT ITEM GENERATOR

Application No. 14/860,323, filed on September 21, 2015

### ASSIGNMENT

WHEREAS, I, Wayne Ostler, residing at Iowa City, IA, am the original inventor or an original joint inventor of the invention(s), hereinafter referred to as "Invention(s)," in the above identified and/or attached patent application, hereinafter identified as the "Application";

WHEREAS, Pearson Education, Inc., a corporation of the State of Delaware, having a principal place of business at 330 Hudson Street, New York, NY 10013, hereinafter referred to as "Pearson Education," is desirous of acquiring an interest in the Invention(s) and Application; any United States, International, or foreign patent application directed to (at least in part) one or more of the Invention(s); and any United States or foreign Letters Patent and Registrations that may be granted and that is directed to (at least in part) one or more of the Invention(s);

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the inventor, have assigned, and by these presents do assign to Pearson Education all right, title, and interest in and to the entirety of the Invention(s) and Application; any United States, International, or foreign patent application directed to (at least in part) one or more of the Invention(s); and any United States or foreign Letters Patent and Registrations that may be granted and that is directed to (at least in part) one or more of the Invention(s) and Application.

Should the Application be filed as a provisional, non-provisional, or International patent application in the United States or in any other country, I agree that the assignment assigns all right, title and interest to the filed application, to all foreign counterparts (including patent, utility model, and industrial designs), and in and to any Letters Patent and Registrations which may hereafter be granted on any patent application claiming priority from the same in the United States and all countries throughout the world, and to claim the priority from the Application as provided by the Paris Convention.

The right, title, and interest is to be held and enjoyed by Pearson Education and Pearson Education's successors and assigns as fully and exclusively as it would have been held and enjoyed by me had this Assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation, or extension thereof.

I further agree that I will, without charge to me, but at Pearson Education's expense, (a) cooperate with Pearson Education in the prosecution of U.S. Patent applications and foreign counterparts directed to (at least in part) one or more of the Invention(s) or Application and any improvements, (b) execute, verify, acknowledge, and deliver all such further papers, including patent applications and instruments of transfer, and (c) perform such other acts as Pearson Education lawfully may request to obtain or maintain Letters Patent and Registrations for (at least in part) one or more of the Invention(s) and improvements in any and all countries, and to vest title thereto in Pearson Education, or Pearson Education's successors and assigns. I waive any obligation of Pearson Education to file foreign counterparts on (at least in part) one or more of the Invention(s); file the attached application; or continue pursuit of prosecution of (at least in part) one or more of the Invention(s). I agree that Pearson Education can, in its sole discretion, choose in which countries to file foreign counterparts and can further choose the type of each application that is to be filed, unless I have previously informed Pearson Education in writing of any foreign counterparts I would like the option to pursue or prosecute.

I hereby authorize and request Kilpatrick Townsend & Stockton LLP, Two Embarcadero Center, Eighth Floor, San Francisco, CA 94111-3834, to insert herein above an application number and filing date, when known, of any United States, International or foreign patent application that corresponds to the Application or is directed to any of the Invention(s).

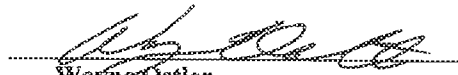
**DECLARATION**

As the above named inventor, I hereby declare that:

- This declaration is directed to the Invention(s) disclosed in the Application; any filed United States or foreign application that is directed to one or more of the Invention(s); and any applications related by priority to such filed United States or foreign application that may include claims or claim elements supported in the Application.
- The Application was made or authorized to be made by me.
- I believe that I am the original inventor or an original joint inventor of a claimed or disclosed Invention(s) in the Application.
- I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than 5 years, or both.

IN TESTIMONY of both the Assignment and Declaration, I have signed my name on the date indicated.

Dated: September 22, 2015

  
Wayne Ostler

COMBINED ASSIGNMENT AND DECLARATION OF PATENT APPLICATION

Title of Invention: ASSESSMENT ITEM GENERATOR

Application No. 14/860,323, filed on September 21, 2015

ASSIGNMENT

WHEREAS, I, Jason Craft, residing at Austin, TX, am the original inventor or an original joint inventor of the invention(s), hereinafter referred to as "Invention(s)," in the above identified and/or attached patent application, hereinafter identified as the "Application";

WHEREAS, Pearson Education, Inc., a corporation of the State of Delaware, having a principal place of business at 330 Hudson Street, New York, NY 10013, hereinafter referred to as "Pearson Education," is desirous of acquiring an interest in the Invention(s) and Application; any United States, International, or foreign patent application directed to (at least in part) one or more of the Invention(s); and any United States or foreign Letters Patent and Registrations that may be granted and that is directed to (at least in part) one or more of the Invention(s);

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the inventor, have assigned, and by these presents do assign to Pearson Education all right, title, and interest in and to the entirety of the Invention(s) and Application; any United States, International, or foreign patent application directed to (at least in part) one or more of the Invention(s); and any United States or foreign Letters Patent and Registrations that may be granted and that is directed to (at least in part) one or more of the Invention(s) and Application.

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The right, title, and interest is to be held and enjoyed by Pearson Education and Pearson Education's successors and assigns as fully and exclusively as it would have been held and enjoyed by me had this Assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation, or extension thereof.

I further agree that I will, without charge to me, but at Pearson Education's expense, (a) cooperate with Pearson Education in the prosecution of U.S. Patent applications and foreign counterparts directed to (at least in part) one or more of the Invention(s) or Application and any improvements, (b) execute, verify, acknowledge, and deliver all such further papers, including patent applications and instruments of transfer, and (c) perform such other acts as Pearson Education lawfully may request to obtain or maintain Letters Patent and Registrations for (at least in part) one or more of the Invention(s) and improvements in any and all countries, and to vest title thereto in Pearson Education, or Pearson Education's successors and assigns. I waive any obligation of Pearson Education to file foreign counterparts on (at least in part) one or more of the Invention(s); file the attached application; or continue pursuit of prosecution of (at least in part) one or more of the Invention(s). I agree that Pearson Education can, in its sole discretion, choose in which countries to file foreign counterparts and can further choose the type of each application that is to be filed, unless I have previously informed Pearson Education in writing of any foreign counterparts I would like the option to pursue or prosecute.

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**DECLARATION**

As the above named inventor, I hereby declare that:

- This declaration is directed to the Invention(s) disclosed in the Application; any filed United States or foreign application that is directed to one or more of the Invention(s); and any applications related by priority to such filed United States or foreign application that may include claims or claim elements supported in the Application.
- The Application was made or authorized to be made by me.
- I believe that I am the original inventor or an original joint inventor of a claimed or disclosed Invention(s) in the Application.
- I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than 5 years, or both.

IN TESTIMONY of both the Assignment and Declaration, I have signed my name on the date indicated.

Dated: \_\_\_\_\_

*22 Sep 2015*

  
\_\_\_\_\_  
Jason Craft

**COMBINED ASSIGNMENT AND DECLARATION OF PATENT APPLICATION**

Title of Invention: ASSESSMENT ITEM GENERATOR

Application No. 14/860,323, filed on September 21, 2015

**ASSIGNMENT**

WHEREAS, I, Philip Moody, residing at Austin, TX, am the original inventor or an original joint inventor of the invention(s), hereinafter referred to as "Invention(s)," in the above identified and/or attached patent application, hereinafter identified as the "Application";

WHEREAS, Pearson Education, Inc., a corporation of the State of Delaware, having a principal place of business at 330 Hudson Street, New York, NY 10013, hereinafter referred to as "Pearson Education," is desirous of acquiring an interest in the Invention(s) and Application; any United States, International, or foreign patent application directed to (at least in part) one or more of the Invention(s); and any United States or foreign Letters Patent and Registrations that may be granted and that is directed to (at least in part) one or more of the Invention(s);

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the inventor, have assigned, and by these presents do assign to Pearson Education all right, title, and interest in and to the entirety of the Invention(s) and Application; any United States, International, or foreign patent application directed to (at least in part) one or more of the Invention(s); and any United States or foreign Letters Patent and Registrations that may be granted and that is directed to (at least in part) one or more of the Invention(s) and Application.

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The right, title, and interest is to be held and enjoyed by Pearson Education and Pearson Education's successors and assigns as fully and exclusively as it would have been held and enjoyed by me had this Assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation, or extension thereof.

I further agree that I will, without charge to me, but at Pearson Education's expense, (a) cooperate with Pearson Education in the prosecution of U.S. Patent applications and foreign counterparts directed to (at least in part) one or more of the Invention(s) or Application and any improvements, (b) execute, verify, acknowledge, and deliver all such further papers, including patent applications and instruments of transfer, and (c) perform such other acts as Pearson Education lawfully may request to obtain or maintain Letters Patent and Registrations for (at least in part) one or more of the Invention(s) and improvements in any and all countries, and to vest title thereto in Pearson Education, or Pearson Education's successors and assigns. I waive any obligation of Pearson Education to file foreign counterparts on (at least in part) one or more of the Invention(s); file the attached application; or continue pursuit of prosecution of (at least in part) one or more of the Invention(s). I agree that Pearson Education can, in its sole discretion, choose in which countries to file foreign counterparts and can further choose the type of each application that is to be filed, unless I have previously informed Pearson Education in writing of any foreign counterparts I would like the option to pursue or prosecute.

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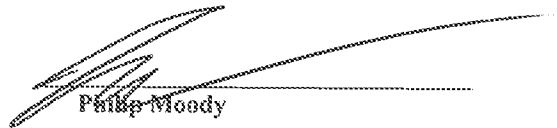
**DECLARATION**

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- The Application was made or authorized to be made by me.
- I believe that I am the original inventor or an original joint inventor of a claimed or disclosed Invention(s) in the Application.
- I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than 5 years, or both.

IN TESTIMONY of both the Assignment and Declaration, I have signed my name on the date indicated.

Dated: 9/22/15

  
Philip Moody



**COMBINED ASSIGNMENT AND DECLARATION OF PATENT APPLICATION**

Title of Invention: ASSESSMENT ITEM GENERATOR

Application No. 14/860,323, filed on September 21, 2015

**ASSIGNMENT**

WHEREAS, I, Ellen Strain-Seymour, residing at Austin, TX, am the original inventor or an original joint inventor of the invention(s), hereinafter referred to as "Invention(s)," in the above identified and/or attached patent application, hereinafter identified as the "Application";

WHEREAS, Pearson Education, Inc., a corporation of the State of Delaware, having a principal place of business at 330 Hudson Street, New York, NY 10013, hereinafter referred to as "Pearson Education," is desirous of acquiring an interest in the Invention(s) and Application; any United States, International, or foreign patent application directed to (at least in part) one or more of the Invention(s); and any United States or foreign Letters Patent and Registrations that may be granted and that is directed to (at least in part) one or more of the Invention(s);

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**DECLARATION**

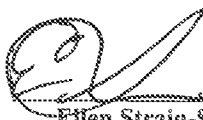
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IN TESTIMONY of both the Assignment and Declaration, I have signed my name on the date indicated.

Dated: \_\_\_\_\_

9/22/15



Ellen Strain-Seymour