

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3876599

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	09/30/2015

CONVEYING PARTY DATA

Name	Execution Date
AMPLIFY EDUCATION, INC.	04/28/2016

RECEIVING PARTY DATA

Name:	AMPLIFY EDUCATION HOLDING, INC.
Street Address:	1155 AVENUE OF THE AMERICAS
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	14586275
Patent Number:	8887262
Application Number:	14532301

CORRESPONDENCE DATA

Fax Number: (212)852-7217

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: 2124162113

Email: jeffrey.parnass@dowjones.com,esteelman@newscorp.com

Correspondent Name: JEFFREY D. PARNASS, ESQ.

Address Line 1: 1211 AVENUE OF THE AMERICAS

Address Line 4: NEW YORK, NEW YORK 10036

NAME OF SUBMITTER:	JEFFREY PARNASS
SIGNATURE:	/Jeffrey Parnass/
DATE SIGNED:	05/17/2016

Total Attachments: 3

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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("**Patent Assignment**"), dated as of September 30, 2015, is made by Amplify Education, Inc. ("**Company**"), a Delaware corporation, located at 55 Washington St., Suite 900, Brooklyn, NY 11201, in favor of AMPLIFY EDUCATION HOLDING, INC. ("**Transferee**"), a Delaware corporation, located at 1155 Avenue of the Americas, New York, NY 10036, transferee of certain assets of Company pursuant to an Reorganization Agreement between Company and Transferee, dated as of September 30, 2015 (the "**Reorganization Agreement**").

WHEREAS, under the terms of the Reorganization Agreement, Company has conveyed, transferred and assigned to Transferee, among other assets, certain intellectual property of Company, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby irrevocably conveys, transfers and assigns to Transferee all of Company's right, title and interest in and to the following (the "**Assigned Patents**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "**Patents**");

(b) all rights of any kind whatsoever of Company accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Company hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Patent Assignment upon request by Transferee. Following the date hereof, Company shall take such steps and actions, and provide such cooperation and assistance to Transferee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Patents to Transferee, or any assignee or successor thereto.

3. Terms of the Reorganization Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Reorganization Agreement, to which reference is made for a further statement of the rights and obligations of Company and Transferee with respect to the Assigned Patents. The terms contained in the Reorganization Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any

conflict or inconsistency between the terms of the Reorganization Agreement and the terms hereof, the terms of the Reorganization Agreement shall govern.

4. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Patent Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

IN WITNESS WHEREOF, Company has duly executed and delivered this Patent Assignment as of the date first above written.

AMPLIFY EDUCATION, INC.

By: *Richard Morris*

Name: Richard Morris
Title: Chief Financial Officer

4/28/16
Evan C Hill-Ries

Evan C Hill-Ries
Notary Public
State of New York
Kings Cty. 02H18264140
My Comm. Exp. 6/25/2016

SCHEDULE 1

TITLE	Filed	AppIn	Issued Date	Patent No.	Country	Status
COMPUTING DEVICE MANAGEMENT	12/30/2014	14/586,275			US	PENDING
CONFIGURING A COMPUTING DEVICE	12/9/2013	14/100,142	11/11/2014	8,887,262	US	ISSUED
CONFIGURING A COMPUTING DEVICE	11/4/2014	14/532,301			US	PENDING