

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4009536

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THOMSON LEARNING INC.	07/02/2007
RECEIVING PARTY DATA	
Name:	PROMETRIC HOLDINGS LLC
Street Address:	100 WEST COMMONS BOULEVARD
Internal Address:	SUITE 435, ONE CORPORATE COMMONS
City:	NEW CASTLE
State/Country:	DELAWARE
Postal Code:	19720
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	12390930
Application Number:	12391436
Application Number:	12392776
CORRESPONDENCE DATA	
Fax Number:	(703)610-8686
<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>	
Phone:	703 903 9000
Email:	ipdocketing@milesstockbridge.com
Correspondent Name:	MILES & STOCKBRIDGE P.C.
Address Line 1:	1751 PINNACLE DRIVE
Address Line 2:	SUITE 1500
Address Line 4:	TYSONS CORNER, VIRGINIA 22102
ATTORNEY DOCKET NUMBER:	100835-19907US
NAME OF SUBMITTER:	KYLEEN INNOCENT
SIGNATURE:	/KYLEEN INNOCENT/
DATE SIGNED:	08/16/2016
Total Attachments: 8	
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), effective May 31, 2007, is made and entered into by and between THOMSON LEARNING, INC. ("TL" or "Assignor"), a Delaware corporation with an address at 200 First Stamford Place, Stamford, CT 06902, and PROMETRIC HOLDINGS LLC, ("Prometric" or "Assignee") a Delaware limited liability company with an address at One Corporate Commons, 100 West Commons Boulevard, Suite 435, New Castle, Delaware 19720, (each a "party," and collectively, the "parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Unanimous Consent (defined below).

WHEREAS, Assignor is the (a) owner of each of the patents and patent applications set forth on Schedule A hereto (the "Patents"); (b) owner of each of the copyrights, copyright registrations and copyright applications set forth on Schedule B hereto (the "Copyrights"); and (c) registrant of record and owner of each of the Internet domain names (including any and all goodwill symbolized thereby) set forth on Schedule C hereto and the domain name registrations therefore (the "Domain Names") (the Patents, Copyrights and Domain Names, collectively, the "Purchased Intellectual Property"); and

WHEREAS, Assignor contributed, transferred and assigned the Purchased Intellectual Property to Assignee pursuant to that Thomson Learning Inc. Unanimous Written Consent in Lieu of a Meeting of the Board of Directors, dated May 31, 2007 (the "Unanimous Consent").

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer of, all right, title and interest in and to the Purchased Intellectual Property, including all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.

2. Further Assurances. (a) Assignor shall, at the request and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts that may be necessary or desirable to assist Assignee (or its successors, assigns or legal representatives) in the implementation, recordation or perfection of this Assignment and Assignee's interest in and to the Purchased Intellectual Property, including without limitation, in the (i) preparation and prosecution of any application for registration of the Purchased Intellectual Property, and (ii) prosecution or defense of any interference, opposition, cancellation, infringement or other Action that may arise in connection with any of the Purchased Intellectual Property, including testifying as to any facts relating to the Purchased Intellectual Property and this Assignment.

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(b) If Assignee is unable for any reason to secure Assignor's signature to any document it is entitled to under this Paragraph 3, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor. Assignor shall not enter into any agreement in conflict with this Assignment.

3. Due Authorization. Assignor hereby authorizes and requests the Commissioner of Patents of the United States and any other official of any applicable governmental authority or Internet domain name registrar (including any federal, national, supranational, state, provincial, local or other government, governmental, regulatory, statutory or administrative authority, agency or commission or any court, tribunal, ombudsman, or judicial or arbitral body of competent jurisdiction, in any case whether foreign or domestic) to issue any and all registrations from any and all applications for registration included in the Purchased Intellectual Property to and in the name of Assignee.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed in and to be performed in that State, without regard to the conflicts of law principles of such State.

5. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

THOMSON LEARNING, INC.

By: Jim Lolis
Name: Jim Lolis
Title: Assistant Secretary

State of ~~New York~~ ^{Connecticut})
County of ~~New York~~ ^{Fairfield}) ss Stamford

Before me this 2nd day of July, 2007, personally appeared to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Kimberly Rutkauskas
Notary Public

KIMBERLY RUTKAUSKAS
NOTARY PUBLIC
AFFIX SEAL State of Connecticut
My Commission Expires Feb. 28, 2011

PROMETRIC HOLDINGS LLC

By: Dawn M. Dimick
Name: Dawn M. Dimick
Title: ASSISTANT SECRETARY

State of New York)
County of New York) ss)

Before me this 2nd day of July, 2007, personally appeared to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Kimberly Rutkauskas
Notary Public

AFFIX SEAL **KIMBERLY RUTKAUSKAS**
NOTARY PUBLIC
State of Connecticut
My Commission Expires Feb. 28, 2011