

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4256424

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INNOVATIVE EXAMS, LLC	12/23/2016
RECEIVING PARTY DATA	
Name:	PSI SERVICES LLC
Street Address:	2950 N. HOLLYWOOD WAY
Internal Address:	SUITE 200
City:	BURBANK
State/Country:	CALIFORNIA
Postal Code:	91505
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	61243787
PCT Number:	US1049541
CORRESPONDENCE DATA	
Fax Number:	(678)420-9301
<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:	678-420-9300
Email:	romaina@ballardspahr.com
Correspondent Name:	BALLARD SPAHR LLP
Address Line 1:	999 PEACHTREE STREET
Address Line 2:	SUITE 1000
Address Line 4:	ATLANTA, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	INNOVATIVE TO PSI
NAME OF SUBMITTER:	CHARLEY F. BROWN
SIGNATURE:	/Charley F. Brown #52,658/
DATE SIGNED:	02/02/2017
Total Attachments: 3	
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Assignment of Patent Rights

This patent assignment ("**Assignment**") is entered into as of the Effective Date set forth below by and between INNOVATIVE EXAMS, LLC ("**Assignor**") located at 329 WEST 18TH STREET, SUITE 613, CHICAGO, ILLINOIS 60616 and PSI Services llc ("**Assignee**") located at 2950 N. Hollywood Way, Suite 200, Burbank, CA 91505.

WHEREAS, Assignor holds the entire right, title and interest in the patents and patent applications identified and set forth on Appendix A attached hereto (the "**Patents**");

WHEREAS, Assignee is desirous of securing the entire right, title and interest in and to the Patents in all countries throughout the world; and

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby irrevocably as of the Effective Date sell, assign, transfer and convey unto Assignee, or Assignee's designee(s), all of Assignor's right, title and interest throughout the world in and to all of the following:

- (a) the Patents;
- (b) all patent applications, patents, and/or other similar governmental grants or issuances worldwide (i) from which any of the Patents claim priority and/or (ii) for which any of the Patents form a basis for priority;
- (c) any reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions and registrations of and rights to claim priority to any item in any of the foregoing categories (a) and (b) and rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections and other governmental grants or issuances of any item in any of the foregoing categories (a) and (b);
- (d) foreign patents, patent applications and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection and/or other governmental grants or issuances;
- (e) any items in any of the foregoing categories (a) through (d) whether or not expressly listed as Patents and whether or not claims in any of the foregoing have been rejected, withdrawn or cancelled; and
- (f) all rights to sue and recover damages for past and future infringement of

any items in any of the foregoing categories (a) through (e) and all rights to collect royalties or other payments under or on account of any item in any of the foregoing categories (a) through (e) (excluding royalties or payments that have been already collected by Assignor and royalties or payments owed to Assignor under an existing agreement even if not already paid to Assignor, its affiliates or any predecessor of Assignor or Assignor's affiliates, either now or in the future).

Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Patents owned by such Assignor and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

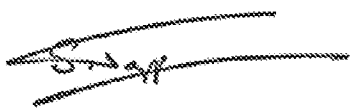
The above-granted rights, titles and interests are to be held and enjoyed by Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this sale and assignment not been made.

This Assignment shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of California, without reference to its choice of law principles to the contrary. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by, facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, assigns and other legal representatives and will be binding upon Assignor, its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, intending to be legally bound, the below parties have executed this Assignment as of the 23rd day of December, 2016 (the "Effective Date").

ASSIGNOR

INNOVATIVE EXAMS, LLC

By:  _____

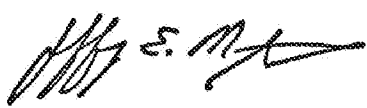
Name: Stephen Tapp

Title: Chief Executive Officer

Date: December 23, 2016

ASSIGNEE

PSI SERVICES LLC

By:  _____

Name: Jeffrey E. Moxie

Title: Chief Financial Officer

Date: December 23, 2016