

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5314411

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PEARSON ENGLISH CORPORATION	10/18/2016
<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>
<b>Application Number:</b>	16236034
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(602)229-5690
<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>Phone:</b>	(602) 229-5200
<b>Email:</b>	debra.augustine@quarles.com
<b>Correspondent Name:</b>	QUARLES & BRADY LLP
<b>Address Line 1:</b>	RENAISSANCE ONE
<b>Address Line 2:</b>	TWO NORTH CENTRAL AVENUE
<b>Address Line 4:</b>	PHOENIX, ARIZONA 85004
<b>ATTORNEY DOCKET NUMBER:</b>	0211.01.1.US (.00172)
<b>NAME OF SUBMITTER:</b>	STEWART J. WOMACK, REG. NO. 45,230
<b>SIGNATURE:</b>	/Stewart J. Womack/
<b>DATE SIGNED:</b>	01/08/2019
<b>Total Attachments: 7</b>	
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<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4127153

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PEARSON ENGLISH CORPORATION	10/18/2016
<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: 22</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6453290
Patent Number:	6865536
Patent Number:	7330815
Patent Number:	7389221
Patent Number:	7689415
Patent Number:	7831422
Patent Number:	7869995
Patent Number:	8126719
Patent Number:	8175511
Patent Number:	8401850
Patent Number:	8412509
Patent Number:	8612469
Patent Number:	8805670
Patent Number:	8805673
Patent Number:	9111541
Application Number:	11160098
Application Number:	12390450
Application Number:	13466924
Application Number:	14109856
Application Number:	14458188

PATENT

Property Type	Number
Application Number:	14458193
Application Number:	14828399

**CORRESPONDENCE DATA**

**Fax Number:** (602)229-5690

*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:** 6022295218

**Email:** debra.augustine@quarles.com

**Correspondent Name:** DEBRA AUGUSTINE

**Address Line 1:** QUARLES & BRADY LLP

**Address Line 2:** 2 N CENTRAL AVE

**Address Line 4:** PHOENIX, ARIZONA 85004

**ATTORNEY DOCKET NUMBER:** 0211.06.0.US (.00012)

**NAME OF SUBMITTER:** ROWAN P. SMITH, REG. NO. 64,198

**SIGNATURE:** /Rowan P. Smith/

**DATE SIGNED:** 11/02/2016

**Total Attachments: 5**

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## PATENT ASSIGNMENT

This Patent Assignment ("Assignment Agreement") is made effective as of October 18, 2016 (the "Effective Date"), by and between **PEARSON ENGLISH CORPORATION (formerly known as GlobalEnglish Corporation)**, a Delaware corporation, on behalf of itself, its subsidiaries, agents, assigns and legal representatives who may be identified as owners of record of the assets transferred herein, (collectively the ("Assignor"), and **PEARSON EDUCATION, INC.**, a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of all right, title, and interest in, to, and under the patents and patent applications set forth on Schedule A hereto (collectively, the "Patents").

WHEREAS, Assignor agrees to assign the Patents to Assignee and Assignee agrees to accept the assignment of the Patents.

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

1. Assignor hereby conveys, assigns, transfers and delivers to Assignee, and Assignee hereby acquires, and accepts from Assignor, all of Assignor's right, title, and interest in, to, and under the Patents, including all inventions and discoveries disclosed therein or encompassed thereby, divisionals, continuations, continuations-in-part, extensions, reexaminations and reissues relating thereto and all rights of action and remedies for past, present, and future infringements of any of the Patents, the same to be held and fully enjoyed by Assignee, its successors, assigns and other legal representatives. Assignor hereby authorizes Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in Assignor's name or in the name of Assignee or otherwise as Assignee may deem advisable or appropriate in Assignee's sole discretion, under a treaty, convention or otherwise.
2. Upon Assignee's reasonable request, and at Assignee's sole cost and expense, the Assignor shall execute and deliver any and all instruments and documents and take such further actions as may be reasonably necessary to document and record with the appropriate authorities the aforesaid assignments and transfers, including executing any confirmatory assignment documents, power of attorney documents, or other documents necessary to update record title for, maintain, or enforce the Patents in any jurisdiction throughout the world.
3. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, and any other applicable governmental authority, to issue or transfer all applicable applications and registrations for the Patents to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct. In addition to any assistance and further documents provided by Assignor pursuant to Section 3, Assignee shall

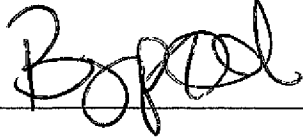
have the right to record this Assignment Agreement with all applicable government authorities so as to perfect its ownership of the Patents.

4. This Assignment Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature page follows]

**Assignor:**

**PEARSON ENGLISH CORPORATION**

By: 

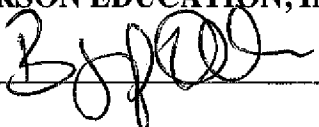
Name: Bjarne P. Tellmann

Title: Senior Vice President and Secretary

Date: \_\_\_\_\_

**Assignee:**

**PEARSON EDUCATION, INC.**

By: 

Name: Bjarne P. Tellmann

Title: Senior Vice President and General Counsel

Date: \_\_\_\_\_

## Schedule A

### Patents

**(1) Issued Unexpired Patents:**

<b>Patent No.</b>	<b>Owner of Record</b>	<b>Jurisdiction</b>
U.S. Pat. No. 6,453,290	Pearson English Corporation	U.S.
U.S. Pat. No. 6,865,536	Pearson English Corporation	U.S.
U.S. Pat. No. 7,330,815	Pearson English Corporation	U.S.
U.S. Pat. No. 7,389,221	Pearson English Corporation	U.S.
U.S. Pat. No. 7,689,415	Pearson English Corporation	U.S.
U.S. Pat. No. 7,831,422	Pearson English Corporation	U.S.
U.S. Pat. No. 7,869,995	Pearson English Corporation	U.S.
U.S. Pat. No. 8,126,719	Pearson English Corporation	U.S.
U.S. Pat. No. 8,175,511	Pearson English Corporation	U.S.
U.S. Pat. No. 8,401,850	Pearson English Corporation	U.S.
U.S. Pat. No. 8,412,509	Pearson English Corporation	U.S.
U.S. Pat. No. 8,612,469	Pearson English Corporation	U.S.
U.S. Pat. No. 8,805,670	Pearson English Corporation	U.S.
U.S. Pat. No. 8,805,673	Pearson English Corporation	U.S.
U.S. Pat. No. 9,111,541	Pearson English Corporation	U.S.

**(2) Pending Patent Applications:**

<b>Application No.</b>	<b>Owner of Record</b>	<b>Jurisdiction</b>
U.S. Pat. App. No. 11/160,098	Pearson English Corporation	U.S.
U.S. Pat. App. No. 12/390,450	Pearson English Corporation	U.S.
U.S. Pat. App. No. 13/466,924	Pearson English Corporation	U.S.
U.S. Pat. App. No. 14/109,856	Pearson English Corporation	U.S.



U.S. Pat. App. No. 14/458,188	Pearson English Corporation	U.S.
U.S. Pat. App. No. 14/458,193	Pearson English Corporation	U.S.
U.S. Pat. App. No. 14/828,399	Pearson English Corporation	U.S.
Brazil Pat. App. No. PI1011840-3	Pearson English Corporation	Brazil
India Pat. App. No. 1298/CHENP/2012	Pearson English Corporation	India

DB1/ 89379038.1

**RECORDED: 01/08/2010**

**PATENT**  
**REEL: 040234 FRAME: 0028**