

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319100

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EdisonLearning, Inc.		12/30/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Catapult Learning, LLC		
Street Address:	Suite 100, Two Aquarium Drive		
City:	Camden		
State/Country:	NEW JERSEY		
Postal Code:	08103		
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3638770	TECHNOLOGY AS A SECOND LANGUAGE	
CORRESPONDENCE DATA			
Fax Number:	2023448300		
<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:	202.344.4000		
Email:	mbharrison@venable.com, alpittman@venable.com, trademarkdocket@venable.com		
Correspondent Name:	Mark B. Harrison		
Address Line 1:	P.O. Box 34385		
Address Line 4:	Washington, D.C. 20043		
ATTORNEY DOCKET NUMBER:	043899.204560		
NAME OF SUBMITTER:	Mark B. Harrison, DC Bar Member		
SIGNATURE:	/Mark B. Harrison/		
DATE SIGNED:	10/06/2014		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of December 30, 2013, is made by EdisonLearning, Inc., a Delaware corporation ("**Seller**") in favour of Catapult Learning, LLC, a Delaware limited liability company ("**Buyer**"), pursuant to a Transaction Agreement, dated November 27, 2013, as amended by that certain Agreement to Amend the Transaction Agreement and Disclosure Schedule dated December 27, 2013 (the "**Transaction Agreement**") by and between Seller and Buyer.

Under the terms of the Transaction Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with national, federal and state government authorities including, but not limited to, with respect to registered trademarks and copyrights, applications for the foregoing and exclusive copyright licenses, the US Patent and Trademark Office and the US Copyright Office.

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

1. Assignment. Seller hereby conveys, transfers and assigns to Buyer all of Seller's right, title and interest in and to the Intellectual Property Assets (as such term is defined in the Transaction Agreement), other than the Joint IP (as such term is defined in the Transaction Agreement), including but not limited to the following:
 - (a) The trademarks, trademark registrations and applications set forth in Schedule 1 hereto; and
 - (b) The copyright registrations, applications for registration and exclusive copyright licenses set forth in Schedule 2 hereto;
2. Recordation. Seller authorizes the Commissioner for Trademarks and the Register of Copyrights and any other national, federal and state government officials to record and register this IP Assignment upon request by Buyer.
3. Further Assurances. Seller agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Buyer's ownership of the Intellectual Property Assets.
4. Terms of the Transaction Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Transaction 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 Transaction Agreement and the terms hereof, the terms of the Transaction Agreement shall govern.

5. Severability; Irrevocable. If any term, provision, covenant or condition of this IP Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this IP Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect. This IP Assignment is absolute, exclusive and irrevocable.
6. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
7. Governing Law. This IP Assignment shall be governed by the laws of the State of Delaware.

[SIGNATURE PAGE FOLLOWS]

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

EDISONLEARNING, INC.

By 
Name: Thomas Jackson
Title: Chief Operating and Legal Officer

Address for Notices:
EdisonLearning, Inc.
6283 Frank Ave., N.W.
North Canton, Ohio 44720
Attention: Jeffrey Wahl, President and CEO

AGREED TO AND ACCEPTED:

CATAPULT LEARNING, LLC

By _____
Name:
Title:

Address for Notices:
Catapult Learning, LLC
Two Aquarium Drive
Camden, NJ 08103
Attention: Kathleen Donovan, Chief
Financial Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

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

EDISONLEARNING, INC.

By _____

Name:

Title:

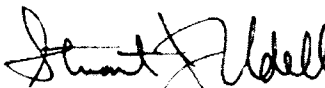
Address for Notices:

EdisonLearning, Inc.

Attention:

AGREED TO AND ACCEPTED:

CATAPULT LEARNING, LLC

By 

Name: Stuart J. Udell

Title: CEO

Address for Notices:

Catapult Learning, LLC

Two Aquarium Drive

Camden, NJ 08103

Attention: Kathleen Donovan, Chief

Financial Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

EXHIBIT A
SCHEDULES

Schedule 1 - Trademarks

US Trademarks:

EDISONLEARNING ALLIANCE
EdisonLearning, Inc. United States of America
85/128,300 4,051,766 41 Int. Registered

EDISONLEARNING EVALUATE
EdisonLearning, Inc.
United States of America
77/940,053 42 Int. Pending

EDISONLEARNING SUMMER JOURNEY
EdisonLearning, Inc.
United States of America
85/146,521 35 Int., 41 Int. Pending

LEARNING FORCE
EdisonLearning, Inc.
United States of America
77/425,806 3,778,690 41 Int. Registered

MATH FORCE EdisonLearning, Inc.
United States of America
77/210,822 3,645,426 41 Int. Registered

NEWTON IS THE FORCE THAT PUTS LEARNING INTO MOTION
EdisonLearning, Inc.
United States of America
78/658,002 3,179,820 41 Int. Registered

NEWTON LEARNING
EdisonLearning, Inc.
United States of America
78/473,464 3,008,829 41 Int. Registered

READING FORCE
EdisonLearning, Inc.
United States of America
77/210,878 3,645,427 41 Int. Registered

TSL
EdisonLearning, Inc.
United States of America
77/612, 064 3,638,769 Int. Registered

TUNGSTEN LEARNING
EdisonLearning, Inc.
United States of America
78/473,502 3,467,812 41 Int. Registered

TUNGSTEN LEARNING ACHIEVEMENT SOLUTIONS & Design
EdisonLearning, Inc.
United States of America
78/620,235 3,405,315 41 Int. Registered

United Kingdom and European Community:

esource (Series of 2)
EdisonLearning, Inc.
United Kingdom 3006327 41 Int., 42 Int. Published

EDISONLEARNING SUMMER JOURNEY
EdisonLearning, Inc.
European Community
9873671 41 Int. Published

EDISONLEARNING SUMMER JOURNEY
EdisonLearning, Inc.
United Kingdom
2577709 41 Int. Pending

SUMMER JOURNEY
EdisonLearning, Inc.
European Community
9873712 9873712 41 Int. Registered

SUMMER JOURNEY

EdisonLearning, Inc.
United Kingdom
2577711 2577711 41 Int. Registered
TECHNOLOGY AS A SECOND LANGUAGE
EdisonLearning, Inc.
United States of America
77/612, 068 3, 638, 770 41 Int. Registered.

Schedule 2 - Copyrights

None.