

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lexia Learning Systems, Inc.		03/10/2006	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Sopris West Educational Services, Inc.		
Street Address:	313 Speen Street		
City:	Natick		
State/Country:	MASSACHUSETTS		
Postal Code:	01760-1538		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2904503	THE HERMAN METHOD	
CORRESPONDENCE DATA			
Fax Number:	(617)367-2988		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-227-7031		
Email:	wstrong@kcslegal.com		
Correspondent Name:	William S. Strong, Esq.		
Address Line 1:	Kotin, Crabtree & Strong, LLP		
Address Line 2:	One Bowdoin Square		
Address Line 4:	Boston, MASSACHUSETTS 02114-2925		
ATTORNEY DOCKET NUMBER:	8974.010		
NAME OF SUBMITTER:	William S. Strong		
Signature:	/William S. Strong/		

OP \$40.00 2904503

Date:

05/09/2006

Total Attachments: 1

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ASSIGNMENT OF TRADEMARK REGISTRATION

WHEREAS Lexia Learning Systems, Inc., a corporation of Massachusetts, of 2 Lewis Street, Lincoln, Massachusetts 01773 ("ASSIGNOR") has adopted, used and is using a mark which is registered in the United States Patent and Trademark Office, identified as

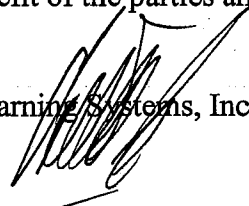
THE HERMAN METHOD, Registration No. 2,904,503 dated November 23, 2004.

WHEREAS Sopris West Educational Services, Inc., a corporation of Colorado, of 313 Speen Street, Natick, Massachusetts 01760 ("ASSIGNEE") is desirous of acquiring said mark and the registration thereof,

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and upon and subject to the terms set forth in the Asset Purchase Agreement of even date herewith (the "Purchase Agreement") by and between ASSIGNOR and ASSIGNEE, ASSIGNOR does hereby assign unto ASSIGNEE all right, title and interest in and to the said mark, together with the goodwill of the business symbolized by the mark, and the above-identified registration thereof and all right to sue and collect in the name of ASSIGNEE for any infringement of said intellectual property occurring prior to the Closing Date (as defined in the Purchase Agreement).

Nothing herein is intended to, nor does it, create any right or obligation greater, lesser or different than as set forth in the Purchase Agreement. In case of any conflict between any provision hereof and any provision of the Purchase Agreement, the latter shall prevail. This assignment shall be binding upon and inure to the benefit of the parties and their successors and assigns.

Lexia Learning Systems, Inc.



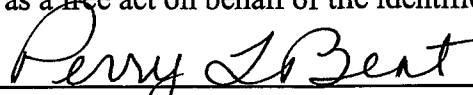
By: _____
Paul T. More, Vice President & CFO

Dated: March 10, 2006

Commonwealth of Massachusetts

Middlesex Co., Ma., ss:

On this 10th day of March, 2006, before me appeared Paul T. More, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of the identified corporation with authority to do so.



Notary Public
Print Name: PERRY L. BENT
My Commission Expires: 14 AUG 2009

