

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
EFFECTIVE DATE:	04/30/2007		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EDVISION CORPORATION		04/30/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SCANTRON CORPORATION		
Street Address:	34 Parker		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2697569	ASSESSMENT CONNECTION	
Registration Number:	1981813	CURRICULUM DESIGNER	
Registration Number:	2677714	ED VISION CORPORATION	
Registration Number:	2469477	EDVISION.COM CORPORATION	
Registration Number:	2515915	READINGPERFORMANCE.COM	
Registration Number:	2319214	SKILLS CONNECTION	
CORRESPONDENCE DATA			
Fax Number: (404)572-5100			
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone: 4045724600			
Email: trademarks@kslaw.com, lsims@kslaw.com, vbantug@kslaw.com, setelman@kslaw.com			
Correspondent Name: King & Spalding LLP			
Address Line			

CH \$165.00 2697569

900075785

TRADEMARK
REEL: 003533 FRAME: 0361

1: 1180 Peachtree Street
Address Line
4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:

25300.019028

NAME OF SUBMITTER:

Lisa Beyer Sims

Signature:

/Lisa Beyer Sims/

Date:

05/02/2007

Total Attachments: 3

source=EdvisionandScantron#page1.tif

source=EdvisionandScantron#page2.tif

source=EdvisionandScantron#page3.tif

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment") is made and entered into as of this 27th day of April, 2007, by and among EDVISION CORPORATION, a California corporation ("Assignor"), and SCANTRON CORPORATION, a Delaware corporation ("Assignee").

WHEREAS, Assignor owns all right, title, and interest in, to, and under the Trademarks (defined below); and

WHEREAS, Assignor and Assignee are parties to that certain Merger Agreement made and entered into as of April 27, 2007 (the "Merger Agreement"), which obligates Assignor to assign all of Assignor's rights in the Trademarks from Assignor to Assignee.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein and in the Merger Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Pursuant to and in compliance with the Merger Agreement, Assignor does hereby sell, assign, transfer, convey, quitclaim, and deliver unto Assignee (i) all of Assignor's right, title and interest (including, without limitation, all intellectual property rights) throughout the world in and to the trademarks and the registrations therefor listed on Schedule A attached hereto and incorporated herein by this reference (collectively, the "Trademarks"), (ii) all goodwill associated with the Trademarks, and (iii) all rights to sue for and recover damages and profits, due or accrued, and other remedies in respect of any and all past, present and future infringements or misappropriation of the Trademarks, or injury to the goodwill associated with the Trademarks, in perpetuity (or for the longest period of time otherwise permitted by law) and all goodwill generated thereby shall be the sole property of Assignee and inure to the benefit of Assignee.

This Trademark Assignment shall be governed by and construed in accordance with the laws of the United States of America and the laws of the State of Georgia, without regard to its conflict of law principles.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Trademark Assignment as of the date first above written.

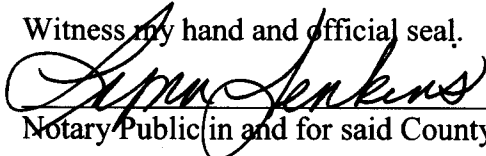
ASSIGNOR: EDVISION CORPORATION

By: 
Name: John C. Walters
Title: Vice President and Secretary

STATE OF GEORGIA }
County }
CITY OF DeKalb }

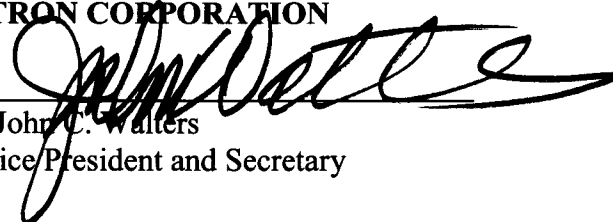
On this 30 day of APRIL, 2007, before me, a Notary Public, personally appeared JOHN WALTERS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Public in and for said County and State

My Commission Expires 11-6-07

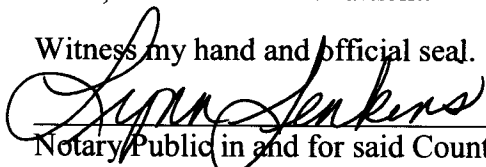
ASSIGNEE:
SCANTRON CORPORATION

By: 
Name: John C. Walters
Title: Vice President and Secretary

STATE OF GEORGIA }
County }
CITY OF DeKalb }




On this 30 day of APRIL, 2007, before me, a Notary Public, personally appeared JOHN WALTERS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Public in and for said County and State

My Commission Expires 11-6-07

Schedule A

Registration/ Serial Number	Trademark	Class and Description
2,697,569	ASSESSMENT CONNECTION and Design 	Int'l. Class: 9 (U.S. Class: 21, 23, 26, 36, 38) Computer programs to measure student progress and facilitate teacher and parent communications and involvement
1,981,813	CURRICULUM DESIGNER	Int'l. Class: 9 (U.S. Class: 21, 23, 26, 36, 38) Computer programs for building and maintaining school curricula
2,677,714	ED VISION CORPORATION and Design 	Int'l. Class: 9 (U.S. Class: 21, 23, 26, 36, 38) Computer programs for student achievement testing and evaluation and operating manual, sold as a unit; computer programs for building and maintaining school curricula, computer programs to measure student progress and facilitate teacher and parent communications and involvement
2,469,477	EDVISION.COM CORPORATION and Design 	Int'l. Class: 9 (U.S. Class: 21, 23, 26, 36, 38) Computer programs for student achievement testing and evaluation and operating manual, sold as a unit; computer programs for building and maintaining school curricula; computer programs to measure student progress and facilitate teacher and parent communications and involvement
2,515,915	READINGPERFORMANCE.COM	Int'l. Class: 9 (U.S. Class: 21, 23, 26, 36, 38) Computer programs for student achievement testing and evaluation and operating manual, sold as a unit; computer programs to measure student progress and facilitate teacher and parent communications and involvement
2,319,214	SKILLS CONNECTION	Int'l. Class: 9 (U.S. Class: 21, 23, 26, 36, 38) Computer programs to measure student progress and facilitate teacher and parent communication and involvement