

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
Apple Computer, Inc.		06/01/2006	CORPORATION:

RECEIVING PARTY DATA	
Name:	Macro Educational Systems, Inc.
Street Address:	5601 Green Valley Drive
City:	Bloomington
State/Country:	MINNESOTA
Postal Code:	55437
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2587517	POWERGRADE
Registration Number:	2304146	POWERGRADE
Registration Number:	2587500	POWERSCHOOL
Registration Number:	2304150	POWERSCHOOL
Registration Number:	2587498	POWERSCHOOL
Registration Number:	2530494	POWERSCHOOL
Registration Number:	2587501	
Registration Number:	2581186	

CORRESPONDENCE DATA	
Fax Number:	(952)681-3066
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(952) 681-3070
Email:	dan.devoe@pearson.com
Correspondent Name:	Daniel J. DeVoe, NCS Pearson, Inc.
Address Line 1:	5601 Green Valley Drive

OP \$215.00 2587517

Address Line 4: Bloomington, MINNESOTA 55437

ATTORNEY DOCKET NUMBER: POWERSCHOOL ASSIGNMENT

NAME OF SUBMITTER: Nancy K. Pond

Signature: /Nancy K. Pond/

Date: 06/21/2007

Total Attachments: 5
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is executed, acknowledged and delivered by Apple Computer, Inc., a California corporation ("Assignor"), in accordance with, and pursuant to the terms and conditions of, that certain Asset Purchase Agreement, dated as of May 19, 2006 (the "Purchase Agreement") between Assignor, as seller and Macro Educational Systems, Inc., a California corporation ("Assignee"), as buyer and the assignee of NCS Pearson, Inc. Capitalized terms used herein and not expressly defined shall have the meaning ascribed to such terms in the Purchase Agreement.

WHEREAS, Assignor has agreed, pursuant to, and in accordance with the terms of, the Purchase Agreement, to transfer to Assignee the Marks set forth in Schedule 1 hereto and incorporated herein by reference (the "Assigned Marks").

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee, and Assignee hereby accepts, all right, title and interest of Assignor: (i) in, to and under the Assigned Marks, together with the goodwill of the business symbolized by the Assigned Marks, throughout the world; (ii) to apply in any and all countries in the world any registrations and applications for registration for the Assigned Marks, with full benefit of priority therein as may now or hereafter be granted to it by law, treaty or other international convention; and (iii) in and to causes of action and enforcement rights for the Assigned Marks including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Assigned Marks.

Assignor is executing and delivering this Assignment in accordance with all of the terms and provisions of the Purchase Agreement. In the event of any inconsistencies between the terms of this Assignment and those of the Purchase Agreement, the terms of the Purchase Agreement shall be controlling.

This Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to trademark issues and in all other respects by the laws of the State of California, without giving effect to the conflict of laws rules thereof.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of this 1st day of June 2006.

Assignor:

APPLE COMPUTER, INC.

By: *PO*

Print Name: Peter Oppenheimer

Its: Sr. Vca President and CFO

Assignee:

MACRO EDUCATIONAL SYSTEMS, INC.

By: _____

Print Name: _____

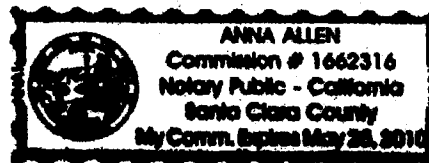
Its: _____

STATE OF CALIFORNIA)
)ss.
COUNTY OF SANTA CLARA)

On June 1, 2006, before me, Anna Allen, personally appeared Peter Oppenheimer, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Anna Allen
Notary Public



IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of this ___ day of _____ 2006.

Assignor:

APPLE COMPUTER, INC.

By: _____

Print Name: _____

Its: _____

Assignee:

MACRO EDUCATIONAL
SYSTEMS, INC.

By:  _____

Print Name: Steven A. Dowling

Its: President

STATE OF CALIFORNIA)
)ss.
COUNTY OF SANTA CLARA)

On _____, 2006, _____ Notary Public, personally appeared _____, 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 entity upon whose behalf the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public

1-SF/7373910.2

TRADEMARK
REEL: 003565 FRAME: 0868

Schedule 1

TRADEMARKS

Mark: POWERGRADE								
ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status
10758	United States	42	Apple Computer, Inc.	76/120324	8/31/2000	2587517	7/2/2002	Registered
10767	United States	9	Apple Computer, Inc.	75/585822	11/10/1998	2304146	12/28/1999	Registered

Mark: POWERSCHOOL								
ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status
11594	Australia	9	Apple Computer, Inc.	866623	2/19/2001	866623	5/16/2002	Registered
10828	Australia	9, 38, 41, 42	Apple Computer, Inc.	889589	9/19/2001	884589	4/29/2003	Registered
10827	Canada	9, 38, 41, 42	Apple Computer, Inc.	1116593	9/25/2001	583550	6/11/2003	Registered
10631	European Union	9, 38, 41, 42	Apple Computer, Inc.	002153328	3/28/2001	002153328	4/6/2004	Registered
10839	Hong Kong	38	Apple Computer, Inc.	15769/2001	10/9/2001	B2278/2003	2/20/2003	Registered
10840	Hong Kong	41	Apple Computer, Inc.	15770/2001	10/9/2001	B2279/2003	2/20/2003	Registered
10841	Hong Kong	42	Apple Computer, Inc.	15771/2001	10/9/2001	B2280/2003	2/20/2003	Registered
10838	Hong Kong	9	Apple Computer, Inc.	15768/2001	10/9/2001	B2277/2003	2/20/2003	Registered
11001	Mexico	38	Apple Computer, Inc.	509454	9/28/2001	731701	1/30/2002	Registered
11002	Mexico	41	Apple Computer, Inc.	509453	9/28/2001	753506	6/28/2002	Registered
11003	Mexico	42	Apple Computer, Inc.	509452	9/28/2001	779118	2/20/2003	Registered
10829	Mexico	9	Apple Computer, Inc.	509455	9/28/2001	731702	1/30/2002	Registered
10843	Singapore	38	Apple Computer, Inc.	T01/15085Z	3/28/2001	T01/15085Z	9/20/2003	Registered
10844	Singapore	41	Apple Computer, Inc.	T01/15086H	3/28/2001	T01/15086H	1/15/2004	Registered
10845	Singapore	42	Apple Computer, Inc.	T01/15087F	3/28/2001	T01/15087F	5/9/2003	Registered

<i>Mark:</i> POWERSCHOOL								
ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status
10842	Singapore	9	Apple Computer, Inc.	T01/15084A	3/28/2001	T01/15084A	12/11/2002	Registered
10830	Switzerland	9, 38, 41, 42	Apple Computer, Inc.	09261/2001	9/20/2001	495771	3/14/2002	Registered
10760	United States	41	Apple Computer, Inc.	76/115677	8/23/2000	2587500	7/2/2002	Registered
10766	United States	9	Apple Computer, Inc.	75/585991	11/10/1998	2304150	12/28/1999	Registered

<i>Mark:</i> POWERSCHOOL & DESIGN								
ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status
10761	United States	41	Apple Computer, Inc.	76/115053	8/23/2000	2587498	7/2/2002	Registered
10765	United States	9	Apple Computer, Inc.	75/835777	10/28/1999	2530494	1/15/2002	Registered

<i>Mark:</i> POWERSCHOOL DESIGN								
ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status
10759	United States	41	Apple Computer, Inc.	76/115687	8/23/2000	2587501	7/2/2002	Registered
10763	United States	9	Apple Computer, Inc.	76/115051	8/23/2000	2581186	6/18/2002	Registered

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