

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JTT Holdings Inc. dba Soliloquy Learning		01/07/2008	INC. ASSOCIATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Scientific Learning Corporation		
<b>Street Address:</b>	300 Frank H. Ogawa Plaza		
<b>Internal Address:</b>	Suite 600		
<b>City:</b>	Oakland		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94612-2040		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2948614		
Registration Number:	2662352	SOLILOQUY LEARNING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)493-6811		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	kuyeda@wsgr.com		
<b>Correspondent Name:</b>	Keith Uyeda		
<b>Address Line 1:</b>	650 Page Mill Rd		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		
<b>NAME OF SUBMITTER:</b>	Keith Uyeda		
<b>Signature:</b>	/KeithUyeda/		
<b>Date:</b>	03/31/2008		

OP \$65.00 2948614

**Total Attachments: 7**

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (the "**Assignment**") is made and entered into as of January \_\_\_\_\_, 2008, by and between JTT HOLDINGS INC. dba SOLILOQUY LEARNING, a Delaware corporation ("**Assignor**") and SCIENTIFIC LEARNING CORPORATION, a Delaware corporation ("**Assignee**").

**WHEREAS** Assignor, has adopted, is using, or intends to use the trademarks set forth below and is the owner of the following United States trademark registration[s] or application[s] for registration in the U.S. Patent and Trademark Office listed below (collectively the "**Trademarks**");

Trademark	Registration No.	Registration Date
Child reading logo	2,948,614	May 10, 2005

**WHEREAS**, Assignor and Assignee, have entered into an Asset Purchase Agreement dated December 18, 2007 (the "**Agreement**"), pursuant to which Assignor has agreed, *inter alia*, to grant to Assignee all of Assignor's right, title and interest in and to the Trademarks and Assignee desires to acquire the entire right, title and interest in and to the Trademarks.

**NOW, THEREFORE**, in consideration of the foregoing and of the promises contained in this Assignment, the parties agree as follows:

1. Assignor does hereby irrevocably assign, sell and transfer to Assignee, its successors and assigns, all of Assignor's right, title, and interest, anywhere in the universe, in and to said Trademarks, including (i) the registrations of and future applications for registration of the Trademarks in any or all countries of the world, including the right to apply for trademark protection pursuant to any trademark conventions, treaties, agreements or understandings; (ii) the goodwill of the business symbolized by and associated with the Trademarks and the registration thereof; and (iii) the right to sue and recover for, in law or equity, and the right to profits or damages due or accrued arising out of or in connection with any and all past, present and future infringement or dilution of or damage or injury to the Trademarks or the registration thereof or such associated goodwill.

2. Assignor hereby requests the Commissioner for Trademarks of the United States (and all foreign officials, whose duty it is to issue trademarks and applications as aforesaid) to record Assignee as the owner of the Trademarks, to the same extent as held by Assignor, and to issue the Certificates of Registration for the Trademarks in the name of Assignee, as assignee of the Trademarks.

3. Assignor agrees, promptly upon request of the Assignee, or its successors or assigns, to execute and deliver, without further compensation of any kind, any power of attorney, assignment, or other intellectual property right protection, or any other papers which may be necessary or desirable to fully secure to the Assignee, its successors and assigns, all right, title and interest in and to the Trademarks. Such cooperation by Assignor shall include, giving of testimony, declarations, oaths, executing documents and providing assistance: (a) for complying with any duty of disclosure; (b) in the preparation and prosecution of

any applications for registration or any applications of a renewal of a registration covering the Trademarks in the United States or any other country; (c) in connection with legal proceedings involving any Trademarks and any applications therefore, including without limitation, compulsory licensing proceedings, infringement actions and court actions; and (d) for obtaining from Assignor's counsel transfer to Assignee of all relevant documents and materials related to the Trademarks. Assignor hereby designates and appoints the Assignee and its duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and on behalf of Assignor and instead of Assignor, to execute and file any documents and to do all other lawfully permitted acts necessary to perfect the Assignee's rights in the Trademarks with the same legal force and effect as if executed by Assignor. This appointment shall be irrevocable and deemed coupled with an interest.

4. Assignor covenants that it is the sole owner and assignee and holder of record title to the above-identified Trademarks and any trademarks that issue thereon (and foreign counterparts thereto) and that it has full power to make the present assignment.

*[Signature Page Follows]*

IN WITNESS WHEREOF, this Assignment is executed this 7th day of January, 2008.

**ASSIGNOR**

By: Louise Dubé  
Name: LOUISE DUBÉ  
Title: President

**ASSIGNEE**

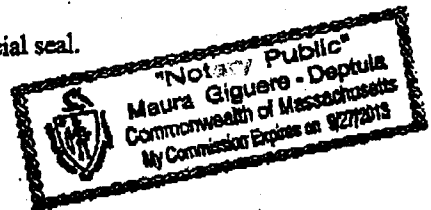
By: Linda L. Geronzi  
Name: Linda L. Geronzi  
Title: VP / General Counsel

**ACKNOWLEDGMENT**

State of Massachusetts,  
) ss: 003-74-9101  
County of Norfolk, ) January  
On this 7th day of 2008,  
Louise Dubé, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed this instrument on behalf of the corporation named herein, and acknowledged that s/he executed it in such representative capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Maura Giguere-DePaul  
Notary Public  
My Commission Expires on 9/27/13



*[Signature Page to Trademark Assignment]*

## TRADEMARK ASSIGNMENT

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**WHEREAS** Assignor, has adopted, is using, or intends to use the trademarks set forth below and is the owner of the following United States trademark registration[s] or application[s] for registration in the U.S. Patent and Trademark Office listed below (collectively the "Trademarks");

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Soliloquy Learning	2,662,352	December 17, 2002

**WHEREAS**, Assignor and Assignee, have entered into an Asset Purchase Agreement dated December 18, 2007 (the "Agreement"), pursuant to which Assignor has agreed, *inter alia*, to grant to Assignee all of Assignor's right, title and interest in and to the Trademarks and Assignee desires to acquire the entire right, title and interest in and to the Trademarks.

**NOW, THEREFORE**, in consideration of the foregoing and of the promises contained in this Assignment, the parties agree as follows:

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2. Assignor hereby requests the Commissioner for Trademarks of the United States (and all foreign officials, whose duty it is to issue trademarks and applications as aforesaid) to record Assignee as the owner of the Trademarks, to the same extent as held by Assignor, and to issue the Certificates of Registration for the Trademarks in the name of Assignee, as assignee of the Trademarks.

3. Assignor agrees, promptly upon request of the Assignee, or its successors or assigns, to execute and deliver, without further compensation of any kind, any power of attorney, assignment, or other intellectual property right protection, or any other papers which may be necessary or desirable to fully secure to the Assignee, its successors and assigns, all right, title and interest in and to the Trademarks. Such cooperation by Assignor shall include, giving of testimony, declarations, oaths, executing documents and providing assistance: (a) for complying with any duty of disclosure; (b) in the preparation and prosecution of

any applications for registration or any applications of a renewal of a registration covering the Trademarks in the United States or any other country; (c) in connection with legal proceedings involving any Trademarks and any applications therefore, including without limitation, compulsory licensing proceedings, infringement actions and court actions; and (d) for obtaining from Assignor's counsel transfer to Assignee of all relevant documents and materials related to the Trademarks. Assignor hereby designates and appoints the Assignee and its duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and on behalf of Assignor and instead of Assignor, to execute and file any documents and to do all other lawfully permitted acts necessary to perfect the Assignee's rights in the Trademarks with the same legal force and effect as if executed by Assignor. This appointment shall be irrevocable and deemed coupled with an interest.

4. Assignor covenants that it is the sole owner and assignee and holder of record title to the above-identified Trademarks and any trademarks that issue thereon (and foreign counterparts thereto) and that it has full power to make the present assignment.

*[Signature Page Follows]*

IN WITNESS WHEREOF, this Assignment is executed this \_\_\_th day of January, 2008.

**ASSIGNOR**

**ASSIGNEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of \_\_\_\_\_ )

) ss:

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed this instrument on behalf of the corporation named herein, and acknowledged that s/he executed it in such representative capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires on \_\_\_\_\_

*[Signature Page to Trademark Assignment]*



IN WITNESS WHEREOF, this Assignment is executed this 7th day of January, 2008.

ASSIGNOR

By: Louise Dube  
Name: Louise Dube  
Title: President

ASSIGNEE

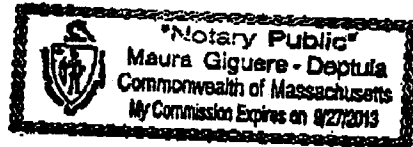
By: Linda L. Carloni  
Name: L.P. General Counsel  
Title: Linda L. Carloni

ACKNOWLEDGMENT

State of Massachusetts,  
County of Middlesex,  
On this 7th day of January, 2008, before me, the undersigned, personally appeared Louise Dube, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed this instrument on behalf of the corporation named herein, and acknowledged that s/he executed it in such representative capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.  
Maura Giguere-Deptula  
Notary Public

My Commission Expires on 9/27/13



[Signature Page to Trademark Assignment]