

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
NCS Pearson, Inc.		04/04/2008	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Manson Western Corporation		
Street Address:	12031 Wilshire Boulevard		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025-1251		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2537484	ADAPTIVE BEHAVIOR ASSESSMENT SYSTEM	
Registration Number:	2541765	ABAS	
CORRESPONDENCE DATA			
Fax Number:	(310)282-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310-282-2000 x2108		
Email:	krogers@loeb.com		
Correspondent Name:	David W. Grace		
Address Line 1:	10100 Santa Monica Boulevard		
Address Line 2:	c/o Loeb & Loeb LLP, Suite 2200		
Address Line 4:	Los Angeles, CALIFORNIA 90067-4120		
ATTORNEY DOCKET NUMBER:	093203-00030		
NAME OF SUBMITTER:	Attorney		
Signature:	/David W. Grace/		

CH \$65.00 2537484

Date:

04/22/2008

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into this ~~11/11~~ day of April, 2008 by and between NCS Pearson, Inc. a corporation organized under the laws of Minnesota ("Assignor"), and Manson Western Corporation d/b/a Western Psychological Services, a corporation organized under the laws of the State of California ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement entered into by Assignor and Assignee, dated as of February 14, 2008 (the "Agreement"), the parties wish to enter into this Assignment to transfer the entire right, title and interest in and to the trademarks set forth on the attached Schedule ("Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pursuant to the Agreement, Assignor hereby irrevocably conveys, sells, assigns and transfers to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Trademarks, whether statutory or at common law, and any applications and registrations therefor, together with all of the goodwill of the business associated therewith, the portion of Assignor's business to which any intent-to-use application pertains, and all rights to sue and collect all damages and payments for claims of past or future infringements thereof. Assignor shall assist Assignee and execute any further documents, filings or notices necessary to be filed and recorded with the appropriate authorities to effect this Assignment and transfer of ownership in the Trademarks.

THIS AGREEMENT IS IN ALL RESPECTS SUBJECT TO THE PROVISIONS OF THE AGREEMENT AND IS NOT INTENDED IN ANY WAY TO SUPERCEDE, LIMIT OR QUALIFY ANY PROVISION OF THE AGREEMENT.

This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns of each of the Assignor and the Assignee.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Assignment on the date first written above.

NCS PEARSON, INC.

By: 

Name: Phillip Hoffmen

Title: _____

SCHEDULE

ABAS Test:

Trademark	Registration Number
Adaptive Behavior Assessment System	Reg. No. 2537484
ABAS	Reg. No. 2541765