

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Pathway Publishers, Inc.		07/17/2008	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Odysseyware, Inc.		
<b>Street Address:</b>	300 N. McKemy Avenue		
<b>City:</b>	Chandler		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85226		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2766847	DISCOVERYUNIT	
Registration Number:	2975577	ODYSSEYWARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(303)329-0303		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	303-322-7919		
<b>Email:</b>	larhoades@aol.com		
<b>Correspondent Name:</b>	Laurie A. Rhoades		
<b>Address Line 1:</b>	P.O. Box 100156		
<b>Address Line 4:</b>	Denver, COLORADO 80250-0156		
<b>NAME OF SUBMITTER:</b>	Laurie A. Rhoades		
<b>Signature:</b>	/L/A/Rhoades/		
<b>Date:</b>	07/18/2008		

Total Attachments: 2

**900111636**

**TRADEMARK  
 REEL: 003818 FRAME: 0679**

**OP \$65.00 2766847**

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**ASSIGNMENT**

**THIS ASSIGNMENT** is made and entered into this 17<sup>th</sup> day of July, 2008, but shall be effective as of the 17<sup>th</sup> day of July, 2008, by and between PATHWAY PUBLISHERS, INC., a TEXAS corporation located at 300 North McKemy Avenue, Chandler, AZ 85226, hereinafter called "Assignor" and ODYSSEYWARE, INC., a Nevada corporation located at 300 North McKemy Avenue, Chandler, AZ 85226, hereinafter called "Assignee."

**WHEREAS**, Assignor owns one hundred percent (100%) of all right, title and interest in and to those certain trademarks more particularly described hereinbelow:

**WHEREAS**, Assignor wishes to assign to Assignee one hundred percent (100%) being all of Assignor's right, title and interest in and to the trademarks and any renewals thereof for the term of the trademarks and any extensions and renewals thereof and for any and all state and common law tradename, trade dress and associated rights in and to the trademarks more particularly described hereinbelow; and

**WHEREAS**, Assignee has agreed to and accepted the terms and conditions of this Assignment.

**NOW THEREFORE**, for good and valuable consideration paid by the Assignee, receipt of which is hereby acknowledged by Assignor, Assignor hereby sells, assigns, transfers and sets over to Assignee all the right, title and interest whatsoever in and to the trademark more particularly described hereinbelow, along with any and all renewals and extensions of such trademarks, all state and common law rights and all contract rights associated therewith:

DISCOVERYUNIT	9/19/2002	78165772	9/23/2003	2766847
ODYSSEYWARE	9/19/2002	78165734	7/26/2005	2975577

This Assignment shall inure to the benefit of Assignee, its successors and assigns to have and to hold for the duration and existence of the trademarks and any and all renewals and extensions thereof.

Further, Assignor hereby warrants and represents to Assignor that the trademarks described herein are owned by it free and clear of any liens and/or encumbrances, and that it has full right, title and authority to sell, transfer and convey these trademarks to any party that it so chooses without the requirement to obtain the consent of any other party.

Assignor will hold Assignee harmless from and against the claims of any third parties who assert any rights in the subject trademarks which are inconsistent with any of the warranties or representations made to Assignee herein.

This Assignment is made in perpetuity with no reservations regarding use or duration.

This Assignment is effective July 17, 2008, and executed this 17th day of July, 2008.

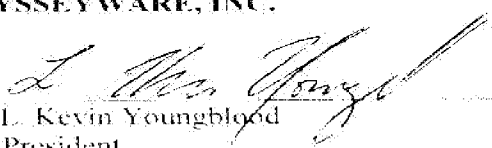
Assignor:

**PATHWAY PUBLISHERS, INC.**

  
By: L. Kevin Youngblood  
Its: President

Assignee:

**ODYSSEYWARE, INC.**

  
By: L. Kevin Youngblood  
Its: President