

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Edustructures LLC		12/03/2007	LIMITED LIABILITY COMPANY: UTAH

**RECEIVING PARTY DATA**

<b>Name:</b>	Macro Educational Systems, Inc.
<b>Street Address:</b>	5601 Green Valley Drive
<b>City:</b>	Bloomington
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55437
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	3283078	VRF
Registration Number:	3173284	VERTICAL REPORTING FRAMEWORK
Registration Number:	3147774	WE CONNECT THE SYSTEMS THAT POWER EDUCATION
Registration Number:	2985069	EDUSTRUCTURES
Registration Number:	2794629	ADK
Registration Number:	2732068	SIFWORKS
Registration Number:	3356374	SLF

**CORRESPONDENCE DATA**

Fax Number: (952)681-3066  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (952) 681-3070  
 Email: dan.devoe@pearson.com  
 Correspondent Name: Daniel J. DeVoe  
 Address Line 1: NCS Pearson, Inc.

OP \$190.00 3283078

Address Line 2: 5601 Green Valley Drive  
Address Line 4: Bloomington, MINNESOTA 55437

ATTORNEY DOCKET NUMBER:	EDUSTRUCTURES LLC/MACRO
NAME OF SUBMITTER:	Daniel J. DeVoe
Signature:	/Daniel J. DeVoe/
Date:	09/25/2008

**Total Attachments: 3**  
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source=Edstructures LLC Trademark Assignment to Macro#page2.tif  
source=Edstructures LLC Trademark Assignment to Macro#page3.tif

## TRADEMARK ASSIGNMENT

This Assignment is made by Edustructures LLC, a Utah limited liability company ("Assignor") with its principal place of business at 891 West Baxter Drive, South Jordan, Utah 84095 in favor of Macro Educational Systems, Inc., a California corporation ("Assignee") with its principal place of business at 5601 Green Valley Drive, Bloomington, Minnesota 55437.

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of December 3, 2007, between Assignor, Assignee, Eric Petersen, Steven P. Curtis, and PlaNet Software, Inc. (the "APA"), Assignor has agreed to assign all of its right, title and interest in and to all of the trademarks, service marks, trade names, trade dress and logos used in connection with the Business (as that term is defined in the APA), including, but not limited to, the trademark registrations, trademark applications and common law trademarks set forth on Schedule A ("Marks"), and

WHEREAS, Assignee desires to acquire from Assignor all of Assignor's right, title and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee all of Assignor's right, title, and interest in and to the Marks, both U.S. and foreign, and in and to the goodwill of the business connected with the use thereof and symbolized thereby, and in and to all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either at law or in equity, and the right to sue, counterclaim, and recover for past, present, or future infringement of the rights assigned herein.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the trademark office or agency of all foreign countries, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Marks and to issue to Assignee any and all trademark registrations and service mark registrations resulting from said trademark applications and service mark applications, or any renewals of said registrations.

Assignor agrees to execute and deliver at a future date, for no additional consideration, any additional documents that Assignee reasonably determines are required to perfect Assignee's ownership to the Marks anywhere in the world.

Signed this 3<sup>rd</sup> day of December, 2007.

**Assignor:**

**EDUSTRUCTURES LLC**

By: \_\_\_\_\_

Name: Steven P. Curtis

Title: Manager

*Signature Page to Trademark Assignment*

**TRADEMARK**

**REEL: 003859 FRAME: 0712**

**SCHEDULE A**

**Trademark Registrations**

MARK	REG. NO.
VRF	3283078
VERTICAL REPORTING FRAMEWORK	3173284
WE CONNECT THE SYSTEMS THAT POWER EDUCATION	3147774
EDUSTRUCTURES	2985069
ADK	2794629
SIFWORKS	2732068

**Trademark Applications**

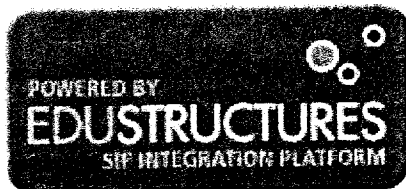
MARK	APPL. SERIAL NO.
SLF	78949300

**Common Law (Unregistered) Trademarks**

STUDENT LOCATOR FRAMEWORK  
ETRANSCRIPT FRAMEWORK  
ZISWORKS  
EDUSTRUCTURES SIF AGENT FOR NUTRIKIDS  
EDUSTRUCTURES SIF AGENT FOR SASI  
SIFWORKS DIRECTORY MANAGER

  
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