

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
The Learning Internet, Inc.		09/29/2008	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	aha! Process, Inc.		
Street Address:	P.O. Box 727		
Internal Address:	421 Jones Road		
City:	Highlands		
State/Country:	TEXAS		
Postal Code:	77562		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3458949	AHA!MATH	
CORRESPONDENCE DATA			
Fax Number:	(503)220-2480		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	503.294.9364		
Email:	tm-pdx@stoel.com, tjhanson@stoel.com		
Correspondent Name:	Steven T. Lovett		
Address Line 1:	c/o Stoel Rives LLP		
Address Line 2:	900 SW Fifth Avenue, Suite 2600		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	45318-13		
NAME OF SUBMITTER:	Terri J. Hanson		
Signature:	/Terri J. Hanson/		

OP \$40.00 3458949

Date:

10/02/2008

Total Attachments: 1

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ASSIGNMENT OF TRADEMARK

This Assignment is effective as of this 29 day of September, 2008 ("Effective Date").

WHEREAS, THE LEARNING INTERNET, INC. ("TLI"), an Oregon corporation having its principal place of business located at 1620 SW Taylor Street, Suite 100, Portland, OR 97205 (hereinafter referred to as the "Assignor") has acquired and is using the following mark (the "Mark");

<u>Trademark</u>	<u>Trademark Registration Number</u>	<u>Registration Date</u>
AHA!MATH	3,458,949	July 1, 2008

WHEREAS, AHA! PROCESS, INC. ("AHA! PROCESS"), a Texas corporation having its principal place of business located at P.O. Box 727, 421 Jones Road, Highlands, TX 77562 (the "Assignee") desires to acquire all rights, title, and interest in and to the Mark and the registrations therefore for the United States and throughout the world together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark, along with the right to recover for damages and profits for past and present infringements therefore;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor does and hereby assigns to Assignee all rights, title and interest in and to the Mark and the registration therefore for the United States and throughout the world together with goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark, along with the right to recover for damages and profits for past infringements therefore, which assignment is effective as of the date hereof;

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, to perform any other reasonable acts the Assignee may require in order to vest all of Assignor's rights, title and interest in and to the Mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee to the extent such evidence is in the possession and control of the Assignor.

ASSIGNOR:
THE LEARNING INTERNET, INC.,
an Oregon corporation

By: [Signature]

Print Name: William J. Kelly

Title: CEO

That on 9/29, 2008, the undersigned, a notary public, certifies that WJ Kelly, personally known to me (or proved to me on the basis of satisfactory evidence) to be the same person whose name is subscribed to the within instrument, appeared before me in person and acknowledged executing and delivering the instrument in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Niki Sims
Oregon, Notary Public
Multnomah County,
My Commission Expires: 4/30/11

