

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Assignment	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Saturn Learning Solutions, LP		01/08/2010	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	A.B.L.E., Inc.		
Street Address:	c/o Assessment Technologies Institute, L.L.C.		
Internal Address:	7500 W. 160th Street		
City:	Stilwell		
State/Country:	KANSAS		
Postal Code:	66085		
Entity Type:	CORPORATION: KANSAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2770899	LICENSE 2 GO	
Serial Number:	77904453	SATURN LEARNING SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	caroline.geiger@weil.com, beth.akers@weil.com		
Correspondent Name:	Caroline Paige Geiger		
Address Line 1:	Weil Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	17983-0006 C. GEIGER		
NAME OF SUBMITTER:	Caroline Paige Geiger		
Signature:	/Caroline Paige Geiger/		

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TRADEMARK
REEL: 004129 FRAME: 0515

Date:

01/12/2010

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated January 8, 2010 (this "Assignment"), is entered into by and between Saturn Learning Solutions, LP d/b/a License 2 Go, a Texas limited partnership (the "Assignor"), and A.B.L.E., Inc., a Kansas corporation ("Assignee"). Both Assignor and Assignee are collectively referred to herein as the "Parties."

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of the date hereof (the "Agreement");

WHEREAS, pursuant to the Agreement, Assignor agreed to assign to Assignee its rights to certain trademarks and trademark applications owned by Assignor;

WHEREAS, Assignor wishes to confirm Assignee's ownership of those trademarks and assign to Assignee any right, title and interest that Assignor may have in and to the trademark registrations, trademark applications and material unregistered trademarks listed on the attached Schedule A (the "Assigned Trademarks");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee any and all worldwide right, title and interest Assignor holds, or may hold, in and to the Assigned Trademarks and the goodwill of the business in connection with which said marks are used and which are symbolized by said marks, together with all rights derived therefrom, including statutory, common law and contractual rights, in, to and under the Assigned Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Assigned Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, and in and to all income, royalties, damages and payments now or hereafter due or payable with respect to the Assigned Trademarks, including in and under all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned under this Assignment.
2. The foregoing assignment is, in all events, subject to the Agreement.
3. All capitalized terms not otherwise defined in this Assignment, as used in this Assignment, will have the respective meanings set forth in the Agreement.
4. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office and/or the applicable foreign authorities to record Assignee as the assignee and owner of the Assigned Trademarks.
5. This Assignment is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns. This Assignment and the rights and obligations of the

Parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware.

6. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

A.B.L.E., INC.

By: _____

Name: Stephen Fredette

Title: Chief Executive Officer

SATURN LEARNING SOLUTIONS, LP

By its General Partner

MORTON LEARNING, LLC

By: _____

Name: Donald J. Morton

Title: Member

Sworn to and subscribed before me
this ____ day of _____, 2010.

Notary Public

My Commission Expires: _____

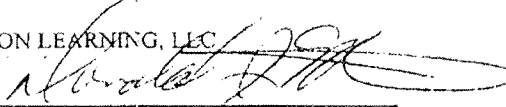
[SIGNATURE PAGE TO SATURN LEARNING SOLUTIONS TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

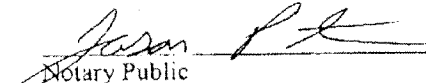
A.B.L.E., INC.

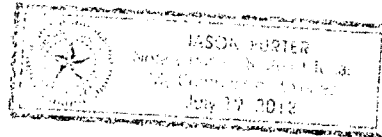
By: _____
Name: Stephen Fredette
Title: Chief Executive Officer

SATURN LEARNING SOLUTIONS, LP

By its General Partner
MORTON LEARNING, LLC
By: 
Name: Donald J. Morton
Title: Member

Sworn to and subscribed before me
this 7th day of January, 2010.


Notary Public



My Commission Expires: 7/19/2012

[SIGNATURE PAGE TO SATURN LEARNING SOLUTIONS TRADEMARK ASSIGNMENT]

SCHEDULE A

TRADEMARKS

Mark	Jurisdiction	App No. / App date	Reg No. / Reg date
LICENSE 2 GO	US	76/375967 / February 27, 2002	2,770,899 / October 7, 2003
SATURN LEARNING SOLUTIONS	US	77/904,453 January 4, 2010	

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