

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
Trinity ELL, LLC		10/16/2009	LIMITED LIABILITY COMPANY: MARYLAND
RECEIVING PARTY DATA			
Name:	Pearson Education, Inc.		
Street Address:	One Lake Street		
City:	Upper Saddle River		
State/Country:	NEW JERSEY		
Postal Code:	07458		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77501328	A+RISE	
Serial Number:	77501329	A+RISE	
Serial Number:	77501331	STANDARDS2STRATEGY	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-739-5652		
Email:	chowell@morganlewis.com		
Correspondent Name:	Catherine R. Howell, Senior Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W.; Attn: TMSU		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	045390-0374		
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal		

CH \$90.00 77501328

900160294

TRADEMARK
REEL: 004190 FRAME: 0394

Signature:	/Catherine R. Howell/
Date:	04/22/2010
Total Attachments: 4 source=arise trademark assign 1#page1.tif source=arise trademark assign 1#page2.tif source=arise trademark assign 1#page3.tif source=arise trademark assign 1#page4.tif	

EXECUTION VERSION

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of October 16, 2009 (this "Assignment") between Trinity ELL, LLC, a Maryland limited liability company (the "Assignor"), and Pearson Education, Inc. (the "Assignee").

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement") among the Assignor, Trinity Education Group, Inc. and Pearson Education, Inc., the Assignor has agreed to, among other things, sell, assign transfer, convey and deliver to the Assignee all of the Assignor's right, title and interest in and to its marks, including, without limitation, those marks set forth on Schedule A hereto, all elements therein and any pending applications for registration or registrations therefor, whether in or outside of the United States (collectively, the "Marks"); and (collectively, the "Marks"); and

WHEREAS, capitalized terms used but not defined herein have the respective meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the representation, warranties and covenants contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. The Assignor hereby assigns to the Assignee all right, title and interest in and to the Marks, together with all goodwill associated therewith.
2. Rights and Privileges. All rights and privileges, including without limitation the right to sue for and receive all damages from past infringements of the Marks, shall be held and enjoyed by the Assignee and its successors, assigns and other legal representatives.
3. Further Assurances. The Assignor agrees to execute and deliver at any future date, without additional consideration therefor, any additional documents that the Assignee reasonably determines are required to perfect the Assignee's ownership of or title to the Marks.
4. Authorization. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.
5. Counterparts. This Assignment may be executed in one or more counterparts, or by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart to this Assignment.

[Signature page follows.]

IN WITNESS WHEREOF, the Assignor has duly executed this Trademark Assignment as of the date first written above.

TRINITY ELL, LLC

By: 

Name: _____

Title: _____

HUGH NORWOOD

PRESIDENT

ACCEPTED:

PEARSON EDUCATION, INC.

By: _____

Name: _____

Title: _____

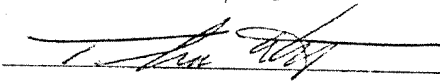
IN WITNESS WHEREOF, the Assignor has duly executed this Trademark Assignment as of the date first written above.

TRINITY ELL, LLC


By: _____
Name:
Title:

ACCEPTED:

PEARSON EDUCATION, INC.

By: 
Name:
Title:

Schedule A

Trademark	Applicant	U.S. Ser. No.
A+RISE	Trinity ELL, LLC	77/501,328
A+RISE Plus Design 	Trinity ELL, LLC	77/501,329
STANDARDS2STRATEGY	Trinity ELL, LLC	77/501,331

Common Law Trademarks

RISE

A+RISE

A+RISE and design:



A+RISE C-I-A

STEM

LIFE

TEST SPIN

STANDARDS2STRATEGY