

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
Pearson Education, Inc.		10/16/2009	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	NCS Pearson, Inc.		
Street Address:	5601 GREEN VALLEY DRIVE		
City:	Bloomington		
State/Country:	MINNESOTA		
Postal Code:	55437		
Entity Type:	CORPORATION: MINNESOTA		
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-ARISE		
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal		

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**TRADEMARK
 REEL: 004191 FRAME: 0263**

Signature:	/Catherine R. Howell/
Date:	04/23/2010
Total Attachments: 3 source=arise 2#page1.tif source=arise 2#page2.tif source=arise 2#page3.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of October 16, 2009 (this "Assignment") between Pearson Education, Inc., a Delaware corporation (the "Assignor"), and NCS Pearson, Inc., a Minnesota corporation (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 and the Assignee, 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 the trademarks and service 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

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. 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.

PEARSON EDUCATION, INC.

By:




Name:

THOMAS WITTMANN

Title:

VICE PRESIDENT

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