

**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	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jackson Software, Inc.		06/30/2005	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Edline LLC		
<b>Street Address:</b>	566 West Adams Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661-3677		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3063503	GRADEQUICK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)706-9000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3127018623		
<b>Email:</b>	zbeal@mayerbrown.com, ipdocket@mayerbrown.com, rasmus@mayerbrown.com, JLWhite@mayerbrown.com		
<b>Correspondent Name:</b>	Richard M. Assmus		
<b>Address Line 1:</b>	P. O. Box 2828		
<b>Address Line 4:</b>	Chicago, ILLINOIS 606902828		
<b>ATTORNEY DOCKET NUMBER:</b>	99607905 RMA		
<b>NAME OF SUBMITTER:</b>	Jason L. White		
<b>Signature:</b>	/jlw/		
<b>Date:</b>	07/19/2010		

OP \$40.00 3063503

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is made as of the 30<sup>th</sup> day of June, 2005 by and between JACKSON SOFTWARE, INC., an Illinois corporation ("Seller"), and EDLINE LLC, a Delaware limited liability company ("Buyer").

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement dated as of April 25, 2005 (the "Asset Purchase Agreement"; capitalized terms used herein but not otherwise defined herein having the meanings given to such terms in the Asset Purchase Agreement), pursuant to which, subject to the terms and conditions set forth therein, Seller has agreed to sell, assign, transfer and convey to Buyer all of Seller's right, title and interest in and to certain assets.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, Seller and Buyer hereby agree as follows:

1. Assignment. Seller hereby assigns, transfers and sells the Intellectual Property set forth on Schedule I attached hereto.

2. Grant of Rights to Intellectual Property. Seller hereby grants, assigns, transfers, alienates and conveys to Buyer, for and throughout the world, all of Seller's right, title and interest (legal, equitable, use and otherwise) in and to any and all: (i) rights to file and register the Seller's name with any governmental authority; (ii) rights to record the transfers made under this Assignment in the United States Patent and Trademark Office and in any other public offices of any governmental authorities around the world; (iii) rights to sue for, collect and retain damages predicated on present or future infringements of the Intellectual Property, as well as other claims and rights to damages associated with the Intellectual Property, whether predicated on past, present or future acts or omissions, and whether or not currently known or unknown; and (iv) goodwill associated with the Intellectual Property.

3. Asset Purchase Agreement. This Assignment is being executed and delivered pursuant and subject to the Asset Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, defeat, limit, alter, enhance or enlarge any right, obligation, claim or remedy created by the Asset Purchase Agreement. In the event of any conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

4. Successor and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Further Assurances. Seller agrees to execute, acknowledge and deliver to Buyer all such additional assignments, instruments and other documents which relate to the Intellectual Property as Buyer may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of Buyer's exclusive rights to the Intellectual Property and all claims or

rights thereunder, and to effectuate completely the assignment of the Intellectual Property by Seller contemplated hereby.

6. No Retained Rights. Seller's assignment of the Intellectual Property to Buyer under this Assignment constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise) in the Intellectual Property, whether currently existing or arising or recognized in the future. Seller does not reserve or retain any right, title or interest in the Intellectual Property. Seller acknowledges and agrees that the Intellectual Property constitutes the sole and exclusive property of Buyer.

7. Authorization. Seller represents and warrants that it has full power and authority to: (i) enter into this Assignment; (ii) grant to Buyer all rights in and to the Intellectual Property; and (iii) perform all of its obligations under this Assignment.

8. Applicable Law. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Illinois without giving effect to the principles of conflicts of law thereof.

9. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective authorized signatories as of the date first set forth above.

JACKSON SOFTWARE, INC.

By: Grey Wood  
Name: Grey Wood  
Title: Chief Executive Officer

EDLINE LLC

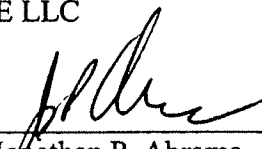
By: \_\_\_\_\_  
Name: Jonathan P. Abrams  
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective authorized signatories as of the date first set forth above.

JACKSON SOFTWARE, INC.

By: \_\_\_\_\_  
Name: Grey Wood  
Title: Chief Executive Officer

EDLINE LLC

By:  \_\_\_\_\_  
Name: Jonathan P. Abrams  
Title: Chief Executive Officer

**SCHEDULE I**

**Intellectual Property**

COPYRIGHTS

<u>Copyright Description</u>	<u>Registration Number</u>	<u>Published Date</u>	<u>Registered Date</u>
Test quick	TX-3-206-275	December 10, 1991	December 16, 1991
Test quick	TX-3-522-926	March 1, 1993	April 8, 1993
Program TestQuickAndStudyMate	TX-3-318-281	December 6, 1991	December 16, 1991
CGrdeDoc	TX-3-522-949	March 1, 1993	April 8, 1993

TRADEMARKS

<u>Mark Description</u>	<u>Registration/ Serial No.</u>	<u>Filing/Registration Date</u>	<u>Status</u>
Gradequick (application)	78585282 (serial)	March 11, 2005 (filing)	Live

DOMAIN NAMES

GradeQuick.com  
JacksonSoftware.com  
Jacksoncorp.com  
easygradebook.com  
agradebook.com

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B JCW 677022 v1  
1038037-000006 06/30/05