

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
Kinetic Books Company		11/05/2010	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Perfection Learning Corporation		
Street Address:	2680 Berkshire Parkway		
City:	Des Moines		
State/Country:	IOWA		
Postal Code:	50325		
Entity Type:	CORPORATION: IOWA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3013738	KINETIC BOOKS	
CORRESPONDENCE DATA			
Fax Number:	(319)286-7050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	319-286-7000		
Email:	ptocr@nyemaster.com		
Correspondent Name:	Ryan N. Carter		
Address Line 1:	625 First Street NE		
Address Line 2:	Suite 400		
Address Line 4:	Cedar Rapids, IOWA 52401		
ATTORNEY DOCKET NUMBER:	0078000-0032		
NAME OF SUBMITTER:	Ryan N. Carter		
Signature:	/Ryan N. Carter/		
Date:	12/30/2010		

CH \$40.00 3013738

Total Attachments: 2

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ASSIGNMENT OF REGISTERED TRADEMARK(S)

THIS ASSIGNMENT (the "Assignment") is made and delivered as of November 5, 2010 by:

Kinetic Books Company
a corporation organized under the laws of
Washington

("Seller")

in favor of:

Perfection Learning Corporation
a corporation incorporated under the laws of Iowa

("Assignee").

WHEREAS, Assignee and Seller have entered into that certain Asset Purchase Agreement of even-date herewith (the "Acquisition Agreement") which is incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Acquisition Agreement. Under the terms of the Acquisition Agreement, Seller agreed to sell, transfer, and assign to Assignee the Intellectual Property of Seller shown on Schedule 2.1(e) of the Acquisition Agreement (the "Owned Intellectual Property"). The Owned Intellectual Property includes but is not limited to the following trademark registrations as well as any common law trademark rights associated therewith:

U.S. Registration Number	Registration date	Trademark
3013738	November 8, 2005	KINETIC BOOKS

International Registration Number	Registration date	Trademark
0813985	November 3, 2003	KINETIC BOOKS
And all designations relating thereto, including the Australian designation having Australian Trademark Reg. No. 982265 and the French designation having French Trademark Reg. No. 813985.		

NOW THEREFORE, Seller, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DOES HEREBY irrevocably and unconditionally grant, sell, bargain, assign, transfer, convey and deliver to Assignee, its successors and assigns, all right, title and interest free and clear of all Encumbrances, in and to the Owned Intellectual Property, together with the goodwill of the business connected with such Owned Intellectual Property and any right to recover for past infringement of Owned Intellectual Property, TO HAVE AND TO HOLD without reservation and with all of the rights and appurtenances thereto belonging unto Assignee, for itself, its successors and assigns for their own use and behalf forever; and Seller hereby authorizes and requests the transfer all copyrights, trademarks and servicemarks included in the Owned Intellectual Property to Assignee.

To the extent that any Owned Intellectual Property is not assignable without the consent of, or notice to, any other person, or that assignment thereof would constitute a breach or violation of any contractual or legal requirement, this Assignment shall not operate as an assignment thereof until and unless such applicable consent, notice or other requirement is satisfied, at which time such Owned Intellectual Property shall automatically be assigned to Assignee hereby. Seller shall use best efforts to obtain all necessary consents of such persons to the assignment of any such Owned Intellectual Property.

