

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
The Core Companies		02/07/2011	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	Caterpillar Inc.		
Street Address:	100 N.E. Adams Street		
City:	Peoria		
State/Country:	ILLINOIS		
Postal Code:	61629		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1992953	COREMEDIA	
Registration Number:	2931923	START	
Registration Number:	2933971	S.T.A.R.T.	
CORRESPONDENCE DATA			
Fax Number:	(202)408-4400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-408-4000		
Email:	docketing@finnegan.com		
Correspondent Name:	Jonathan M. Gelchinsky		
Address Line 1:	901 New York Avenue NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001		
NAME OF SUBMITTER:	Jonathan M. Gelchinsky		
Signature:	/Jonathan M. Gelchinsky/		
Date:	02/15/2011		

OP \$90.00 1992953

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Agreement") is entered into as of February 7, 2011, between The Core Companies (doing business as CoreMedia Training Solutions), an Oregon corporation with its principal place of business at 1732 NW Quimby Street, Suite 100, Portland, Oregon 97209 ("Assignor"), and Caterpillar Inc., a Delaware corporation with its principal place of business at 100 N.E. Adams Street, Peoria, Illinois 61629 ("Assignee").

Whereas, Assignor is the record owner of the U.S. trademark registrations identified in Exhibit A (the "Trademarks");

Whereas, pursuant to an Asset Purchase Agreement dated February 2, 2011, the Assignee purchased substantially all of the assets of the Assignor, including the Trademarks; and

Whereas, Assignor now wishes to assign to the Assignee the Trademarks together with the goodwill associated therewith.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment

The Assignor hereby assigns to the Assignee absolutely:

- a. all right, title and interest in the Trademarks, including all common law rights connected therewith;
- b. the goodwill associated with the Trademarks, and
- c. all rights of priority (or claim of priority) attaching to the Trademarks.

2. Further Assurance

The Assignor shall, at the request of the Assignee:

- a. execute all documents necessary or desirable to vest absolute legal and beneficial ownership of the Trademarks in the Assignee;
- b. give to Assignee such reasonable assistance as the Assignee may request in evidencing Assignee's title to the Trademarks; and
- c. take all steps necessary to procure the registration of the Assignee as the proprietor of the Trademarks.

3. Governing Law

This Agreement and its interpretation, construction and effect shall be governed by and in accordance with the laws of the State of New York, United States of America.

In Witness Whereof, the parties hereto by their duly authorized representatives have executed this instrument as of the date first above referenced:

CATERPILLAR INC.

THE CORE COMPANIES (doing
business as COREMEDIA TRAINING
SOLUTIONS)

By: *[Signature]*

By: _____

Title: *Vice President*

Date: *2/3/11*

Date: _____

At: Peoria, Illinois USA

At: _____

3. Governing Law

This Agreement and its interpretation, construction and effect shall be governed by and in accordance with the laws of the State of New York, United States of America.

In Witness Whereof, the parties hereto by their duly authorized representatives have executed this instrument as of the date first above referenced:

CATERPILLAR INC.

THE CORE COMPANIES (doing
business as COREMEDIA TRAINING
SOLUTIONS)

By:

By:

[Handwritten Signature]

Title:

Date:

Date:

2/7/2011

At: Peoria, Illinois USA

At:

Portland, Oregon USA

Exhibit A

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
START	2,931,923	March 8, 2005
S.T.A.R.T.	2,933,971	March 15, 2005
COREMEDIA	1,992,953	August 13, 1996