

**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>
PROMETHEAN INC		03/14/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PROMETHEAN LIMITED		
<b>Street Address:</b>	Promethean House, Lower Philips Road, Whitebirk Industrial		
<b>City:</b>	Blackburn, Lancashire		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	BB1 5TH		
<b>Entity Type:</b>	COMPANY: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85077592	DATAQUBE	
<b>Serial Number:</b>	85077600	STUDENTQUBE	
<b>Registration Number:</b>	3922770	MASHQUBE	
<b>Registration Number:</b>	3922771	EDUQUBE	
<b>Registration Number:</b>	3922772	EXAMQUBE	
<b>Registration Number:</b>	3624073	SYNAPTICMASH	
<b>Registration Number:</b>	3758196	LEARNINGQUBE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)293-7860		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2022937060		
<b>Email:</b>	tm@sughrue.com		
<b>Correspondent Name:</b>	Leigh Ann Lindquist		
<b>Address Line 1:</b>	2100 Pennsylvania Avenue, N.W.		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20037		

OP \$190.00 85077592

ATTORNEY DOCKET NUMBER:	S15202
<b>DOMESTIC REPRESENTATIVE</b>	
Name: Leigh Ann Lindquist	
Address Line 1: 2100 Pennsylvania Avenue, N.W.	
Address Line 4: Washignton, DISTRICT OF COLUMBIA 20037	
NAME OF SUBMITTER:	Leigh Ann Linquist
Signature:	/leigh ann lindquist/
Date:	03/28/2011
Total Attachments: 5 source=Promethean assgnmnt doc#page1.tif source=Promethean assgnmnt doc#page2.tif source=Promethean assgnmnt doc#page3.tif source=Promethean assgnmnt doc#page4.tif source=Promethean assgnmnt doc#page5.tif	

**PROMETHEAN INC**

and

**PROMETHEAN LIMITED**

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**TRADE MARK ASSIGNMENT**

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Page, White & Farrer

John Street

London WC1N 2BF

Ref: 326933

**THIS AGREEMENT** is made on the date of the last signature of this Agreement and is made

**BETWEEN**

- (1) **PROMETHEAN INC**, a corporation organized and existing under the laws of the state of Delaware, and having its address at 1165 Sanctuary Parkway, Suite 400, Alpharetta, Georgia 30009 ('**Assignor**').
- (2) **PROMETHEAN LIMITED** (company number 01308938), a company incorporated in the UK and having its registered office address at Promethean House, Lower Phillips Road, Whitebirk Industrial Estate, Blackburn, Lancashire, BB1 5TH ('**Assignee**').

**INTRODUCTION:**

- (A) The Assignor is the proprietor of the trade marks listed in the Schedule ('**Trade Marks**').
- (B) The Assignor has agreed to assign all its rights in and to the Trade Marks to the Assignee on the terms set out below.
- (C) The Assignee is the successor of the ongoing and existing business, or a portion thereof, of the Assignor, to which the trade marks pertain.

**AGREED TERMS**

**1. Assignment**

In consideration of the sum of £1 paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges), the Assignor hereby assigns to the Assignee absolutely the Trade Marks and all and any rights, title and interest in and to the Trade Marks and all the rights, powers, liberties and immunities attaching to the Trade Marks, free from all liens, charges and encumbrances, including without limitation any and all common law rights in, and all the goodwill attaching to, the Trade Marks.

**2. Proceedings**

This assignment includes the right for the Assignee to bring proceedings against any third party in respect of the Trade Marks (including proceedings against any third party for infringement of the Trade Marks or for passing off or for otherwise infringing the rights of the Assignor in the Trade Marks whether before the date of this assignment or otherwise).

**3. Further Assurance**

The Assignor agrees where reasonably required by the Assignee and at the Assignee's cost, to execute such deeds or documents and do such acts or things as may be reasonably necessary to give effect to this assignment.

**4. Law and Jurisdiction**

This Agreement will be governed by the law in force from time to time in England and Wales and the parties consent to the non-exclusive jurisdiction of the Courts of England and Wales.

## SCHEDULE

### TRADE MARKS

Country	Mark	No	Classes
US	MASHQUBE	US Application No. 85077586	42
US	DATAQUBE	US Application No. 85077592	44
US	EDUQUBE	US Application No. 85077595	42
US	EXAMQUBE	US Application No. 85077598	42
US	STUDENTQUBE	US Application No. 85077600	42
US	SYNAPTICMASH	US Registration No. 3624073	35, 42, and 45
US	LEARNINGQUBE	US Registration No. 3758196	42 and 45

**AGREED by the parties through their authorised signatories:**

For and on behalf of  
**PROMETHEAN INC**

AJ Batchelor  
signed

AJ BATHOLUR  
print name

COMPANY SECRETARY  
job title

14-03-2011  
date

For and on behalf of  
**PROMETHEAN LIMITED**

AJ Batchelor  
signed

AJ BATHOLUR  
print name

COMPANY SECRETARY  
job title

14-03-2011  
date