

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
West Publishing Corporation		06/17/2011	CORPORATION: MINNESOTA
West Services Inc.		06/17/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Gemini Holdings, Inc.
Street Address:	350 Fifth Avenue
Internal Address:	c/o Leeds Equity Partners, 23rd Floor
City:	350 Fifth Avenue
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1554642	BAR/BRI
Registration Number:	1184157	BAR/BRI
Registration Number:	1559778	BAR/BRI DIGEST
Registration Number:	1563843	BAR/BRI DIGEST
Registration Number:	1700910	BARPASSERS
Registration Number:	2260223	FL FACTS
Registration Number:	1658211	LEGALINES
Registration Number:	2021169	STUDYSMART

CORRESPONDENCE DATA

Fax Number: (212)355-3333

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-813-8800

Email: NY-TM-Admin@goodwinprocter.com

TRADEMARK

900194618

REEL: 004564 FRAME: 0078

OP \$215.00 1554642

Correspondent Name: GOODWIN PROCTER LLP/Janis Nici
Address Line 1: 620 Eighth Avenue
Address Line 2: Rm. 2928
Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER: 121697206223

NAME OF SUBMITTER: Janis Nici

Signature: /janis nici/

Date: 06/17/2011

Total Attachments: 15

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IP ASSIGNMENT

This IP ASSIGNMENT (this "Assignment"), dated as of June 17, 2011, is made and entered into by and among the Persons listed on Exhibit A hereto (collectively, the "Assignors") and Gemini Holdings, Inc., (the "Assignee") (each a "party," and collectively, the "parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, West Publishing Corporation, a corporation organized under the laws of Minnesota ("WPC"), and the Assignee entered into that certain Asset Purchase Agreement, dated as of April 14, 2011 (the "Purchase Agreement"), pursuant to which the Assignee has agreed to purchase the Purchased Assets from WPC and certain of its Affiliates, including all of the Assignors' right, title and interest in and to the Purchased Intellectual Property; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, all of Assignor's right, title and interest in (a) the patent application set forth on Schedule A hereto (the "Patent"); (b) the trademarks (including any and all goodwill symbolized by any of the foregoing) set forth on Schedule B hereto (the "Trademarks"); (c) the copyrights set forth on Schedule C (the "Copyrights"); and (d) the domain names set forth on Schedule D (the "Domain Names"; the Patents, Trademarks, Copyrights and Domain Names, collectively, the "Purchased Intellectual Property");

WHEREAS, this Assignment is to be executed by the parties at the Closing.

NOW THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Effective upon Closing, Assignors hereby sell, assign and transfer to Assignee, and Assignee hereby accepts the sale, assignment and transfer of, all right, title and interest in and to the Purchased Intellectual Property, including all rights therein provided by international conventions and treaties, all rights of priority, extensions and renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.
2. Further Action. From time to time after the Closing, without additional consideration, each party shall (or, if appropriate, shall cause its Affiliates to) execute and deliver such further instruments and take such other action as may be necessary or is reasonably requested by the other party to make effective the transactions contemplated by this Assignment; provided, that, as between the parties, Assignee shall be responsible for the preparation of such documents and other instruments that may be necessary to record and/or perfect Assignee's right, title and interest in and to the Purchased Intellectual Property (including, without limitation, with any applicable Governmental Authorities), and for any and all costs, expenses and fees associated therewith.

3. Purchase Agreement. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the rights or obligations of the parties hereto under, and the terms of, the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern, including with respect to the enforcement of the rights and obligations of the parties to this Assignment. This Assignment is intended only to effect the assignment, sale, assumption and acceptance of the Purchased Intellectual Property as contemplated by the Purchase Agreement.

4. No Warranties. Except as expressly provided in the Purchase Agreement, Assignors make no warranties, express or implied, with respect to the Purchased Intellectual Property.

5. Due Authorization. Assignors hereby authorize and request the Commissioner of Patents of the United States, Commissioner of Trademarks of the United States, the Register of Copyrights and any other official of any applicable Governmental Authority or Internet domain name registrar, to issue any and all registrations from any and all applications for registration included in the Purchased Intellectual Property to and in the name of Assignee.

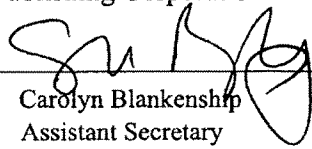
6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York. All Actions arising out of or relating to this Agreement shall be heard and determined exclusively in any New York federal court sitting in the Borough of Manhattan of the City of New York; provided, however, that if such federal court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any New York state court sitting in the Borough of Manhattan of the City of New York. Consistent with the preceding sentence, the parties hereto hereby (a) submit to the exclusive jurisdiction of any federal or state court sitting in the Borough of Manhattan of the City of New York for the purpose of any Action arising out of or relating to this Assignment brought by any party hereto; (b) agree that service of process will be validly effected by sending notice in accordance with Section 11.02 of the Purchase Agreement; and (c) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Assignment or the transactions contemplated by this Assignment may not be enforced in or by any of the above-named courts.

7. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and 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.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each party has caused this Assignment to be executed
by its duly authorized representative.

West Publishing Corporation

By: 
Name: Carolyn Blankenship
Title: Assistant Secretary

West Services Inc.

By: _____
Name: John F. Bellizzi
Title: Assistant Secretary

Gemini Holdings, Inc.

By: _____
Name: _____
Title: _____

[Signature page to IP Assignment]

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

West Publishing Corporation

By: _____

Name: Carolyn Blankenship

Title: Assistant Secretary

West Services Inc.

By: _____

Name: John F. Bellizzi

Title: Assistant Secretary

Gemini Holdings, Inc.

By: _____

Name:

Title:

[Signature page to IP Assignment]

IN WITNESS WHEREOF, each party has caused this Assignment to be executed
by its duly authorized representative.

West Publishing Corporation

By: _____
Name:
Title:

West Services, Inc.

By: _____
Name:
Title:

Gemini Holdings, Inc.


By:  _____
Name: Jacques Galante
Title: Vice President and Secretary

EXHIBIT A

ASSIGNORS

West Publishing Corporation

West Services Inc.

SCHEDULE A

PATENT APPLICATION

U.S. Patent Application No. 12/938,587 titled "System and Method for Managing and Delivering Course Content to Mobile Devices"

SCHEDULE B**TRADEMARKS**

<u>Trademark Name</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Status</u>	<u>Country Name</u>	<u>Filing Date</u>	<u>Registration Date</u>
BAR BRI		2453750	Registered	Japan	30-Sep-1992	30-Sep-1992
BAR BRI BAR REVIEW	210634	210634	Renewed	Ireland	19-Feb-1997	19-Feb-1997
BAR BRI DIGEST		210265	Renewed	Ireland	13-Oct-1998	13-Oct-1998
BAR BRI DIGEST/BAR BRI BAR REVIEW	1978/97	T97/01978 D	Renewed	Singapore	19-Feb-1997	19-Feb-1997
BAR BRI DIGEST/BAR BRI BAR REVIEW	1979/97	T97/01979B	Renewed	Singapore	19-Feb-1997	19-Feb-1997
BAR BRI DIGEST/BAR BRI BAR REVIEW	1977/97	T97/01977F	Renewed	Singapore	19-Feb-1997	19-Feb-1997
BAR/BRI	1027661	1027661	Registered	Australia	02-Nov-2004	19-Oct-2005
BAR/BRI	1031672	1031672	Registered	Australia	25-Nov-2004	27-Jul-2005
BAR/BRI		TMA275,409	Registered	Canada	07-Jan-1983	07-Jan-1983

<u>Trademark Name</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Status</u>	<u>Country Name</u>	<u>Filing Date</u>	<u>Registration Date</u>
BAR/BRI	8183590		Pending	China (Peoples Republic)	07-Apr-2010	
BAR/BRI	8183589		Published	China (Peoples Republic)	07-Apr-2010	
BAR/BRI	8183588		Pending	China (Peoples Republic)	07-Apr-2010	
BAR/BRI	8183587		Pending	China (Peoples Republic)	07-Apr-2010	
BAR/BRI	300303533	300303533	Registered	Hong Kong	18-Oct-2004	18-Oct-2004
BAR/BRI	1721969		Pending	India	14-Aug-2008	
BAR/BRI	210633	210633	Renewed	Ireland	18-Feb-1997	18-Feb-1997
BAR/BRI	175682	175682	Registered	Israel	20-Oct-2004	06-Mar-2006
BAR/BRI	175683	175683	Registered	Israel	20-Oct-2004	06-Mar-2006
BAR/BRI	175684	175684	Registered	Israel	20-Oct-2004	06-Mar-2006
BAR/BRI	52619	52619	Registered	Jamaica	26-Aug-2008	26-Aug-2008

<u>Trademark Name</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Status</u>	<u>Country Name</u>	<u>Filing Date</u>	<u>Registration Date</u>
BAR/BRI	2004-3604	14150	Registered	Korea, Republic of	19-Oct-2004	28-Oct-2005
BAR/BRI	97-05281	97005281	Renewed	Malaysia	24-Apr-1997	01-Sep-2005
BAR/BRI	97-04514	97004514	Renewed	Malaysia	09-Apr-1997	14-Jun-2002
BAR/BRI			Unfiled	New Zealand		
BAR/BRI	4-2007-500838	4-2007-500838	Registered	Philippines	10-Dec-2007	23-Jun-2008
BAR/BRI	1975/97	T97/01975Z	Renewed	Singapore	19-Feb-1997	19-Feb-1997
BAR/BRI	1976/97	T97/01976H	Renewed	Singapore	19-Feb-1997	19-Feb-1997
BAR/BRI	1974/97	T97/01974A	Renewed	Singapore	19-Feb-1997	19-Feb-2001
BAR/BRI	2116532	2116532	Renewed	United Kingdom	22-Nov-1996	22-Nov-1996
BAR/BRI	73731312	1554642	Renewed	United States of America	31-May-1988	05-Sep-1989
BAR/BRI	73216040	1184157	Renewed	United States of America	17-May-1979	29-Dec-1981

<u>Trademark Name</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Status</u>	<u>Country Name</u>	<u>Filing Date</u>	<u>Registration Date</u>
BAR/BRI (Stylized)	8183586		Pending	China (Peoples Republic)	07-Apr-2010	
BAR/BRI (Stylized)	8183585		Pending	China (Peoples Republic)	07-Apr-2010	
BAR/BRI (Stylized)	8183584		Pending	China (Peoples Republic)	07-Apr-2010	
BAR/BRI (Stylized)	8183583		Pending	China (Peoples Republic)	07-Apr-2010	
BAR/BRI BAR REVIEW	2116533B	2116533B	Renewed	United Kingdom	22-Nov-1996	22-Nov-1996
BAR/BRI DIGEST	2116533A	2116533A	Renewed	United Kingdom	22-Nov-1996	22-Nov-1996
BAR/BRI DIGEST	73731306	1559778	Renewed	United States of America	31-May-1988	10-Oct-1989
BAR/BRI DIGEST		1563843	Renewed	United States of America	31-Oct-1989	31-Oct-1989
BAR/BRI DIGEST/BAR REVIEW	97-05282	97005282	Renewed	Malaysia	24-Apr-1997	24-Apr-1997
BAR/BRI DIGEST/BAR REVIEW	97-19861	97019861	Renewed	Malaysia	01-Dec-1997	01-Dec-1997
BARBRI	97-19858	97019858	Registered	Malaysia	09-Apr-1997	10-Dec-2001

<u>Trademark Name</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Status</u>	<u>Country Name</u>	<u>Filing Date</u>	<u>Registration Date</u>
BARBRI BAR REVIEW	2004-10046	4010046	Registered	Malaysia	16-Jul-2004	16-Jul-2004
BARBRI BAR REVIEW	2004-10047	2004-10047	Registered	Malaysia	16-Jul-2004	28-Feb-2007
BARBRI DIGEST in series	97005283	97005283	Renewed	Malaysia	24-Apr-1997	24-Apr-1997
BARPASSERS	74181014	1700910	Registered	United States of America	28-Jun-1991	14-Jul-1992
BARPASSERS	74181014	1700910	Registered	United States of America	28-Jun-1991	14-Jul-1992
FL FACTS		2260223	Renewed	United States of America	13-Jul-1999	13-Jul-1999
LEGALINES	74116573	1658211	Renewed	United States of America	19-Nov-1990	24-Sep-1991
STUDYSMART		2021169	Renewed	United States of America	03-Dec-1996	03-Dec-1996

SCHEDULE C

COPYRIGHTS

See Attachment 1 to this Schedule C, incorporated by reference and made a part hereof.

REDACTED

SCHEDULE D**DOMAIN NAMES**

<u>Domain Name</u>	<u>DNS Owner</u>	<u>Expiration Date</u>
barbri.com	Thomson Legal and Regulatory	8/12/2011
barbri.info	Thomson Legal and Regulatory	8/31/2014
barbri.net	Thomson Legal and Regulatory	9/26/2011
barbri.org	Thomson Legal and Regulatory	9/10/2011
barbrialumni.com	Thomson Legal and Regulatory	10/12/2011
barbrialumni.net	Thomson Legal and Regulatory	10/12/2011
barbrialumni.org	Thomson Legal and Regulatory	10/12/2011
barbrifamily.com	Thomson Legal and Regulatory	10/12/2011
barbrifamily.net	Thomson Legal and Regulatory	10/12/2011
barbrifamily.org	Thomson Legal and Regulatory	10/12/2011
barbriforlife.com	Thomson Legal and Regulatory	10/12/2011
barbriforlife.net	Thomson Legal and Regulatory	10/12/2011
barbriforlife.org	Thomson Legal and Regulatory	10/12/2011
Barbrigroup.com	BARBRI	12/11/2011
Barbrigroup.net	BARBRI	9/3/2011
barbrigroup.org	BAR/BRI	9/2/2011
barbriny.com	Thomson Legal and Regulatory	11/3/2011
barbripatent.com	Thomson Legal and Regulatory	5/3/2011
barpassers.com	Thomson Legal and Regulatory	11/12/2011
barpassers.net	Thomson Legal and Regulatory	10/22/2011

<u>Domain Name</u>	<u>DNS Owner</u>	<u>Expiration Date</u>
barpassers.org	Thomson Legal and Regulatory	10/22/2011
Conviserduffycpareview.com	BARBRI	1/21/2011
essayadvantage.com	Thomson Legal and Regulatory	10/1/2011
essayadvantage.org	Thomson Legal and Regulatory	4/20/2011
lawschoolprep.com	Thomson Legal and Regulatory	3/17/2011
lawschoolprep.net	Thomson Legal and Regulatory	3/1/2011
lawschoolprep.org	Thomson Legal and Regulatory	3/2/2011
Marylandbarreview.com	Thomson Legal and Regulatory	2/2/2011
Massachusettsbarreview.com	Thomson Legal and Regulatory	2/2/2011
MultistateEdge.com	Thomson Corporation	9/8/2011
Multistate-edge.com	Thomson Corporation	9/8/2011
newyorkbarreview.com	Thomson Legal and Regulatory	11/3/2011
nybarbri.com	Thomson Legal and Regulatory	11/3/2011
patentbarbri.com	Thomson Legal and Regulatory	5/3/2011
patentbarcourse.com	Thomson Legal and Regulatory	4/26/2011
patentbarcourse.net	Thomson Legal and Regulatory	4/26/2011
patentbarexam.com	Thomson Legal and Regulatory	4/26/2011
patentbarexam.net	Thomson Legal and Regulatory	4/26/2011
Patentbarprep.com	Thomson Legal and Regulatory	4/26/2011
Patentbarprep.net	Thomson Legal and Regulatory	4/26/2011
patentexam.com	Thomson Legal and Regulatory	4/26/2011
patentexam.net	Thomson Legal and Regulatory	4/26/2011