

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	07/07/2011		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alloy Interactive, Inc.		07/07/2011	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Archipelago Learning, LLC		
Street Address:	3232 McKinney Avenue		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75204		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3984948	THE PROVEN PATH TO ACADEMIC SUCCESS	
Registration Number:	3984947	READING MATE	
Registration Number:	3984945	READINGMATE	
Registration Number:	3213041	THE PROVEN PATH TO ENGLISH PROFICIENCY	
Registration Number:	3078052	E S L READING SMART	
CORRESPONDENCE DATA			
Fax Number:	(214)200-0853		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	214-651-5248		
Email:	ipdocketing@haynesboone.com		
Correspondent Name:	David A. Bell		
Address Line 1:	2323 Victory Avenue		
Address Line 2:	Suite 700		
Address Line 4:	Dallas, TEXAS 75219		

OP \$140.00 3984948

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TRADEMARK
REEL: 004581 FRAME: 0047

ATTORNEY DOCKET NUMBER:	39808.01
NAME OF SUBMITTER:	David A. Bell
Signature:	/DavidABell/
Date:	07/13/2011
<p>Total Attachments: 5</p> <p>source=Certificate of Merger-DE-archipelago#page1.tif</p> <p>source=Certificate of Merger-DE-archipelago#page2.tif</p> <p>source=planofmerger1#page1.tif</p> <p>source=planofmerger1#page2.tif</p> <p>source=planofmerger1#page3.tif</p>	

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"ALLOY INTERACTIVE, INC.", A TEXAS CORPORATION,

WITH AND INTO "ARCHIPELAGO LEARNING, LLC" UNDER THE NAME OF "ARCHIPELAGO LEARNING, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SEVENTH DAY OF JULY, A.D. 2011, AT 12:34 O'CLOCK P.M.

4262556 8100M

110798678



You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8886571

DATE: 07-07-11

TRADEMARK
REEL: 004581 FRAME: 0049

CERTIFICATE OF MERGER

OF

ALLOY INTERACTIVE, INC.
(a Texas corporation)

WITH AND INTO

ARCHIPELAGO LEARNING, LLC
(a Delaware limited liability company)

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Act, the undersigned limited liability company executed the following Certificate of Merger:

FIRST: The name of the surviving limited liability company, which Company shall survive the merger, is Archipelago Learning, LLC, a Delaware limited liability company (the "LLC").

SECOND: The name of the corporation being merged into the surviving limited liability company is Alloy Interactive, Inc., a Texas corporation (the "Corporation").

THIRD: The Agreement and Plan of Merger has been approved and executed by Corporation and the LLC.

FOURTH: The executed Agreement and Plan of Merger is on file at the principal place of business of the aforesaid surviving Delaware limited liability company, the address of which is 3232 McKinney Avenue, Dallas, Texas 75204.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the aforesaid surviving entity, on request and without cost, to any member or shareholder of any of the aforesaid entities.

IN WITNESS WHEREOF, this Certificate of Merger is hereby executed as of this 7th day of July 2011.

ARCHIPELAGO LEARNING, LLC,
a Delaware limited liability company

By: AL MIDCO, INC, its sole member

By: Tim McEwen
Name: Tim McEwen
Title: CEO

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "**Plan**") is made as of July 7, 2011, by and between Archipelago Learning, LLC, a Delaware limited liability company (the "**LLC**"), and Alloy Interactive, Inc., a Texas corporation (the "**Corporation**"). The LLC and the Corporation are sometimes referred to as the "**Constituent Entities**."

RECITALS:

A. The LLC is a limited liability company, organized and existing under the laws of the State of Delaware, whose sole member is AL Midco, Inc., a corporation organized under the laws of Delaware ("**Midco**").

B. The Corporation is a Texas corporation whose sole shareholder is the LLC.

C. The sole member and sole shareholder of the Constituent Entities deem it advisable and to the advantage of said entities that the Corporation merge with and into the LLC upon the terms and conditions herein provided and applicable law.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT:

1. **The Merger.** At the Effective Time (as defined below) and subject to and upon the terms and conditions of this Plan of Merger and the applicable provisions of the Texas Business Organizations Code (the "**TBOC**") and the Delaware Limited Liability Company Act (the "**DLLCA**"), the Corporation shall be merged with and into the LLC (the "**Merger**"), the separate corporate existence of the Corporation shall cease and the LLC shall continue as the surviving entity. The LLC, as it shall exist following the Merger, is sometimes referred to herein as the "**Surviving Entity**."

2. **Effective Time.** The parties hereto shall cause the Merger to be consummated by filing the Certificate of Merger with the Secretary of State of the State of Texas (the "**TX Certificate of Merger**") and a Certificate of Merger with the Secretary of State of the State of Delaware (the "**DE Certificate of Merger**") in accordance with the relevant provisions of applicable law. As used herein, the term "**Effective Time**" shall mean the date and time when the TX Certificate of Merger is accepted and filed by the Secretary of State of the State of Texas.

3. **Effect of the Merger on the Corporation and the LLC.** At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the TBOC, the DLLCA, this Plan of Merger, the Articles of Merger and the Certificate of Merger. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of the Corporation and the LLC shall vest in the Surviving Entity, and all debts, liabilities, obligations, restrictions, disabilities and duties of the Corporation

and the LLC shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Entity.

4. **Governing Documents.** At the Effective Time, (i) the certificate of formation of the LLC, as in effect immediately prior to the Effective Time, shall be the certificate of formation of the Surviving Entity (the "**Certificate of Formation**") until thereafter amended in accordance with applicable law and such Certificate of Formation, and (ii) the Limited Liability Company Agreement of the LLC, as in effect immediately prior to the Effective Time, shall be the Limited Liability Company Agreement of the Surviving Entity (the "**Limited Liability Company Agreement**") until thereafter amended as provided by such Limited Liability Company Agreement, the Certificate of Formation and applicable law.

5. **Officers.** At the Effective Time, the officers of the LLC immediately prior to the Effective Time shall be the officers of the Surviving Entity, each to hold office in accordance with the Articles of Organization and Limited Liability Company Agreement of the Surviving Entity, until their respective successors are duly elected or appointed and qualified.

6. **Effect on Outstanding Securities of the Corporation and LLC.** On the terms and subject to the conditions of this Plan of Merger, as of the Effective Time, by virtue of the Merger and without any action on the part of the LLC or the Corporation or any holder of any securities of the Corporation or the LLC, the following shall occur:

6.1 **No Change in LLC Membership Interests.** At the Effective Time, all of the membership interests in the LLC then outstanding and all rights in respect thereof shall remain outstanding without change.

6.2 **Cancellation of Corporation Common Stock.** Each share of the Corporation's common stock shall be automatically cancelled and extinguished without any conversion thereof or consideration therefore.

7. **Taking of Necessary Action; Further Action.** If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Plan of Merger or to vest the Surviving Entity with full right, title and possession to all assets, property, rights, privileges, powers and franchises of the Corporation, the officers and managers of the Surviving Entity shall be fully authorized to take, and shall take, all such lawful and necessary action.

8. **Amendment.** This Plan may not be amended, except by an instrument in writing executed on behalf of each of the Corporation and the LLC.

9. **Counterparts.** This Plan may be executed in any number of counterparts and all executed counterparts will constitute one and the same Plan of Merger, binding on all of the parties hereto even though all of the parties are not signatories to the same counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Plan of Merger to be executed as of the date first above written.

ALLOY INTERACTIVE, INC.
a Texas corporation

By: Tim McEwen
Name: Tim McEwen
Title:

ARCHIPELAGO LEARNING, LLC
a Delaware limited liability company

By: AL Midco, Inc., its sole member

By: Tim McEwen
Name: Tim McEwen
Title: CEO