

**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>
Professional Development Institute, Inc.		10/03/2011	CORPORATION: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Catapult Learning West, LLC		
<b>Street Address:</b>	Two Aquarium Drive		
<b>City:</b>	Camden		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08103		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2717006	LITERACY FIRST	
Registration Number:	2336006	LITERACY FIRST PROCESS	
Registration Number:	3230683	MY DATA FIRST	
Registration Number:	3340920	DEVELOPING EXPERT READING TEACHERS	
Registration Number:	3455342	DEVELOPING EXPERT READERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)610-8686		
<b>Phone:</b>	703-903-9000		
<b>Email:</b>	ipdocketing@milesstockbridge.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	David R. Schaffer		
<b>Address Line 1:</b>	1751 Pinnacle Drive		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	McLean, VIRGINIA 22102-3833		

**CH \$140.00 2717006**

ATTORNEY DOCKET NUMBER:	100325
NAME OF SUBMITTER:	David R. Schaffer
Signature:	/David R. Schaffer/
Date:	10/26/2011
Total Attachments: 6 source=Catapult Learning Assignment#page1.tif source=Catapult Learning Assignment#page2.tif source=Catapult Learning Assignment#page3.tif source=Catapult Learning Assignment#page4.tif source=Catapult Learning Assignment#page5.tif source=Catapult Learning Assignment#page6.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of October 3, 2011, is made by Professional Development Institute, Inc., a Washington corporation ("Seller") in favor of Catapult Learning West, LLC, a Delaware limited liability company ("Buyer"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, dated September 30, 2011 (the "Purchase Agreement") by and among Seller, Buyer, Bill Blokker and Susan C. Blokker.

Under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with national, federal and state government authorities including, but not limited to, with respect to registered trademarks and copyrights, applications for the foregoing and exclusive copyright licenses, the US Patent and Trademark Office and the US Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller agrees as follows:


1. Assignment. Seller hereby conveys, transfers and assigns to Buyer all of Seller's right, title and interest in and to the Intellectual Property Assets (as such term is defined in the Purchase Agreement), including but not limited to the following:
  - (a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks"); provided that, with respect to only United States intent-to-use trademark applications and solely to the extent and during the period that the assignment thereof would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications, the transfer of such applications hereunder shall not be effective until after such period has expired;
  - (b) the copyright registrations, applications for registration and exclusive copyright licenses set forth in Schedule 2 hereto and all issuances, extensions and renewals thereof (the "Copyrights");
  - (c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

- (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - (e) any and all claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation. Seller authorizes the Commissioner for Trademarks and the Register of Copyrights and any other national, federal and state government officials to record and register this IP Assignment upon request by Buyer. Seller agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Buyer's ownership of the Intellectual Property Assets.
  3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property Assets are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
  4. Severability; Irrevocable. If any term, provision, covenant or condition of this IP Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this IP Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect. This IP Assignment is absolute, exclusive and irrevocable.
  5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
  6. Governing Law. This IP Assignment shall be governed by the laws of the State of Delaware.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

PROFESSIONAL DEVELOPMENT  
INSTITUTE, INC.

By   
Name: Bill Blokker  
Title: President

Address for Notices:  
Professional Development Institute, Inc.  
Bill Blokker and Susan C. Blokker  
3109 150th Place Southeast  
Mill Creek, Washington 98012

AGREED TO AND ACCEPTED:

CATAPULT LEARNING WEST, LLC

By \_\_\_\_\_  
Name: Kathleen Donovan  
Title: Vice President & CFO

Address for Notices:  
Catapult Learning West, LLC  
Two Aquarium Drive  
Camden, NJ 08103  
Attention: Kathleen Donovan, Chief  
Financial Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

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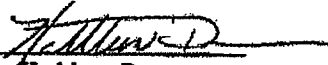
PROFESSIONAL DEVELOPMENT  
INSTITUTE, INC.

By \_\_\_\_\_  
Name: Bill Blokker  
Title: President

Address for Notices:  
Professional Development Institute, Inc.  
Bill Blokker and Susan C. Blokker  
3109 150th Place Southeast  
Mill Creek, Washington 98012

AGREED TO AND ACCEPTED:

CATAPULT LEARNING WEST, LLC

By   
Name: Kathleen Donovan  
Title: Vice President & CFO

Address for Notices:  
Catapult Learning West, LLC  
Two Aquarium Drive  
Camden, NJ 08103  
Attention: Kathleen Donovan, Chief  
Financial Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

Schedule 1

Trademarks

(see attached list)

List of Trademarks

<u>Registration Number</u>	<u>Word Mark</u>
2,717,006	LITERACY FIRST
2,336,006	LITERACY FIRST PROCESS
3,230,683	MY DATA FIRST
3,340,920	DEVELOPING EXPERT READING TEACHERS
3,455,342	DEVELOPING EXPERT READERS