

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
EducationDynamics, LLC		06/29/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	EducationDynamics, Inc.		
Street Address:	5 Marine View Plaza, Suite 212		
City:	Hoboken		
State/Country:	NEW JERSEY		
Postal Code:	07030		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3922735	EARLYIQ	
Registration Number:	3934194	EARLYIQ EARLY ALERT AND INTERVENTION	
CORRESPONDENCE DATA			
Fax Number:	(540)510-3050		
Phone:	540-510-3046		
Email:	trademarks@leclairryan.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Tara A. Branscom		
Address Line 1:	10 S. Jefferson Street, Suite 1800		
Address Line 2:	LECLAIRRYAN		
Address Line 4:	Roanoke, VIRGINIA 24011		
ATTORNEY DOCKET NUMBER:	18898.0002		
NAME OF SUBMITTER:	Tara A. Branscom		

CH \$65.00 3922735

Signature:	/Tara A. Branscom/
Date:	02/16/2012
Total Attachments: 2 source=ASSIGNMENT BETWEEN EDUCATIONDYNAMICS LLC AND EDUCATIONDYNAMICS INC#page1.tif source=ASSIGNMENT BETWEEN EDUCATIONDYNAMICS LLC AND EDUCATIONDYNAMICS INC#page2.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into this 29th day of June, 2011 (the "Effective Date") by and between EducationDynamics, LLC ("Assignor"), and EducationDynamics, Inc. ("Assignee").

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns, transfers and sets over unto Assignee all of Assignor's right, title and interest, in and to the Trademarks, together with all goodwill related to or associated with the use of and symbolized by the Trademarks, and including all causes of action, either in law or in equity, for past, present, or future infringement of the Trademarks. "Trademarks" means the trademarks listed in Schedule A hereto and incorporated herein by reference.

2. Assignor agrees that it shall, at Assignee's cost and expense: execute and deliver further instruments of conveyance, transfer and assignment as requested by Assignee, its successors, or assigns; communicate to Assignee, its successors and assigns, such facts relating to the Trademarks or the history thereof as may be known to it; and take any and all other actions as Assignee, its successors, or assigns may reasonably require to effectively assign, convey, transfer, protect, enforce, and exploit such Trademarks and all rights therein to Assignee, its successors, or assigns.

3. In the event that Assignee is unable for any reason to secure Assignor's signature to any document or instrument necessary to effect the Assignment set forth herein, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact to act for and on Assignor's behalf and instead of Assignor, to execute and file any such document or instrument with the same legal force and effect as if executed by Assignor. The power of attorney granted herein is irrevocable and is a power coupled with an interest.

IN WITNESS WHEREOF, the Assignor caused this Assignment to be executed by its duly authorized officer.

EDUCATIONDYNAMICS, LLC

By: Thomas Anderson