

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
U.S. Department of Education		02/22/2012	FEDERAL AGENCY:
RECEIVING PARTY DATA			
Name:	Microsoft Corporation		
Street Address:	One Microsoft Way		
City:	Redmond		
State/Country:	WASHINGTON		
Postal Code:	98052		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85138056	TEACH	
Registration Number:	4051831		
CORRESPONDENCE DATA			
Fax Number:	(877)769-7945		
Phone:	858-678-5070		
Email:	tmdoctc@fr.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:	Lisa M. Martens		
Address Line 1:	P.O. Box 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440-1022		
ATTORNEY DOCKET NUMBER:	29116-02480001		
NAME OF SUBMITTER:	Lisa M. Martens		
Signature:	/lisa m. martens/		

CH \$65.00 85138056

Date:

03/16/2012

Total Attachments: 3

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TRADEMARK ASSIGNMENT

WHEREAS, MICROSOFT CORPORATION, a Washington corporation with its principal place of business at One Microsoft Way, Redmond, WA 98052 ("Microsoft") has entered into an asset transfer agreement dated November 7, 2011, (incorporated herein by reference in its entirety and referred to as the "Transfer Agreement") and U.S. DEPARTMENT OF EDUCATION, a government agency with its principal place of business at 400 Maryland Avenue South West, Washington, D.C. 20202 ("Department"), as of the Closing Date under the Transfer Agreement (capitalized terms used, but not otherwise defined herein shall have the meanings ascribed to such terms under the Transfer Agreement); and

WHEREAS, the effect of the Transfer Agreement was to assign certain assets of Department, wherein such assets include certain Intellectual Property (as defined in Section 1.3(a) of the Transfer Agreement); and,


NOW, THEREFORE, to all whom it may concern, be it known that for and in consideration of good and valuable consideration set forth in the Transfer Agreement, the receipt and sufficiency of which is hereby acknowledged, Department hereby assigns to Microsoft all of Department's right, title, and interest throughout the world in and to the trademarks and applications for trademarks listed in Exhibit B to the Transfer Agreement, attached hereto as Attachment 1 (the "Marks"), together with (1) all of the goodwill symbolized by the Marks and all of the goodwill of the business relating to the products in respect upon which the Marks are used and for which they are registered; (2) all income, royalties, and damages hereafter due or payable to Department with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks.

AND, furthermore, Department covenants that it will execute all reasonable documents, papers, forms and authorizations and take all other actions that Microsoft may reasonably request for securing, completing, or vesting in Microsoft full right, title, and interest in the Marks and further represents, warrants, covenants and agrees with Microsoft and its successors and assigns that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by it and that full right to convey the same as herein expressed is possessed by it.

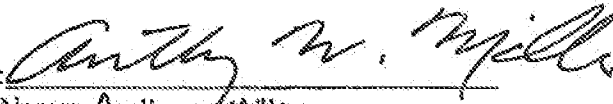
AND, furthermore, all of the representations and warranties of Department under the Transfer Agreement relating to or covering the Marks in favor of Microsoft are incorporated by reference herein.

IN TESTIMONY WHEREOF, the undersigned have hereunto set its hand this 22nd day of February, 2012.

MICROSOFT CORPORATION

By: 
Name: Anthony Salcito
Title: VP Worldwide Education

U.S. DEPARTMENT OF EDUCATION

By: 
Name: Anthony Miller
Title: Deputy Secretary

ATTACHMENT 1

- (1) The first mark consists of seven (7) dots with one in the center and six (6) surrounding dots (*i.e.*, ☉). This mark is registered with the U.S. Patent and Trademark Office (USPTO) under Registration Number 4051831.
- (2) The second mark consists of "TEACH" in uppercase followed by of seven (7) dots with one in the center and six (6) surrounding dots (*i.e.*, TEACH ☉) This mark is pending with the USPTO under Serial Number 85138056.