

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
TSL Education Limited		06/29/2012	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	SML JV LLC		
Street Address:	615 South DuPont Highway		
Internal Address:	c/o National Corporate Research Ltd.		
City:	Dover		
State/Country:	DELAWARE		
Postal Code:	19901		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85571799	SHAREMYLESSON	
CORRESPONDENCE DATA			
Fax Number:	2165669711		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2165669700		
Email:	docketing@rankinhill.com		
Correspondent Name:	Rankin, Hill & Clark LLP		
Address Line 1:	38210 Glenn Avenue		
Address Line 4:	Willoughby, OHIO 44094-7808		
ATTORNEY DOCKET NUMBER:	AAT-35683		
NAME OF SUBMITTER:	Stephen A. Hill		
Signature:	/stephen a hill/		

CH \$40.00 85571799

Date:

07/19/2012

Total Attachments: 3

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ASSIGNMENT

THIS ASSIGNMENT is made the 29 day of JUNE 2012.

BETWEEN

- (1) TSL Education Limited (a corporation organised and existing under the laws of England and Wales) of 26 Red Lion Square, London, WC1R 4HQ, United Kingdom (hereinafter called "the Assignor").

AND

- (2) SML JV LLC (a corporation organised and existing under the laws of Delaware) of c/o National Corporate Research Ltd, 615 South DuPont Highway, Dover, County of Kent, Delaware, 19901 (hereinafter called "the Assignee").

WHEREAS

- (a) The Assignor is the applicant or proprietor and beneficial owner of the trade mark detailed in the Schedule (hereinafter called "the Trade Mark").
- (b) The Assignor has agreed to assign the Trade Mark to the Assignee and to execute this assignment.

In consideration of the sum of £.l. and other good and valuable consideration paid by the Assignee receipt of which is acknowledged by the Assignor

(1) THE ASSIGNOR HEREBY ASSIGNS and transfers with full title guarantee to the Assignee

1.1 all right title and interest in the Trade Mark

1.2 together with statutory and common law rights and the right to sue for damages and other remedies in respect of any infringement of such rights prior to the first date mentioned above and to retain any damages obtained as a result of such action

1.3 together with the right to apply for prosecute and obtain any further applications for registered trade mark or similar protection or claim priority from the Trade Mark throughout the world in the intent that the resulting grant of any registered trade mark shall be in the name of and vest to the Assignee

1.4 together with the business, or portion of the business, to which the trade mark pertain.

(2) The Assignor confirms that this Assignment is made with the goodwill attaching to the Trade Mark

IN WITNESS whereof the parties have executed this document on the date first mentioned above

SCHEDULE

Application No.	Mark.
85/571,799	sharemylesson

SIGNED for and on behalf of)

TSL Education Limited)

by:)

M O Sullivan

Signature

M O'SULLIVAN DIRECTOR

Print name and capacity

29/6/12

Date

SIGNED for and on behalf of)

SML JV LLC)

by:)

M O Sullivan

Signature

M O'SULLIVAN DIRECTOR

Print name and capacity

29/6/12

Date

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