

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
American Graphics Institute, LLC		09/22/2011	LIMITED LIABILITY COMPANY: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	John Wiley & Sons, Inc.		
Street Address:	111 River Street		
City:	Hoboken		
State/Country:	NEW JERSEY		
Postal Code:	07030		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4101920	DIGITAL CLASSROOM	
CORRESPONDENCE DATA			
Fax Number:	2017486500		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	201-748-5711		
Email:	trademarks@wiley.com		
Correspondent Name:	Jessica Rosenthal		
Address Line 1:	111 River Street		
Address Line 2:	Mail Stop 9-01		
Address Line 4:	Hoboken, NEW JERSEY 07030		
ATTORNEY DOCKET NUMBER:	US/9115 ASSIGNMENT		
NAME OF SUBMITTER:	Jessica Rosenthal		
Signature:	/JR/		

CH \$40.00 4101920

Date:

09/18/2012

Total Attachments: 2

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ASSIGNMENT OF TRADEMARK

This Assignment of Trademark is made as of the 22nd day of ~~August~~^{September}, 2011, by and between American Graphics Institute, LLC, a Massachusetts limited liability company with an address for purposes hereof at 120 Presidential Way, Suite 310 Woburn, MA (the “Assignor”) and John Wiley & Sons, Inc., a New York corporation with an address for purposes hereof at 111 River Street, Hoboken, New Jersey 07030-5774 (the “Assignee”).

WITNESSETH

WHEREAS, the Assignee and the Assignor have entered into an Agreement of even date and to be executed and delivered simultaneously herewith (the “Agreement”), providing for the Assignor’s creation and development of the so-called “Digital Classroom” interactive learning website for the Assignee; and

WHEREAS, pursuant to the Agreement, the Assignor has agreed to transfer and assign to the Assignee all of Assignor's right, title and interest in, to and under the trademark “Digital Classroom” (the “Trademark”) pursuant to that trademark application with the United States Patent and Trademark Office (the “USPTO”) as Serial #85351715 (the “Trademark Application”).

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor's Title to Trademark.

Contingent upon the execution and delivery of the Agreement by and between the Assignor and the Assignee contemporaneously herewith, Assignor represents and warrants to Assignee that Assignor is the owner of all rights in and to the Trademark as described in the Trademark and made a part hereof and has not, to the best of its knowledge, infringed on any rights of third parties with respect to such Trademark. Assignor further represents and warrants that the Trademark is free and clear of all liens and encumbrances and that Assignor has good right and title to sell, transfer and assign the Trademark.

Assignor makes no representation or warranty with respect to the likelihood of success of the Trademark Application and a trademark being granted by the USPTO, and Assignor assumes all responsibility for the manner and method of the prosecution of the Trademark Application.

2. Assignment.

Assignor does hereby sell, assign and transfer to the Assignee, its licensees, successors and assigns, Assignor's entire right, title and legal and equitable interest in, to, and under the Trademark, together with all goodwill attached to the Trademark and the Trademark Application, together with all rights to sue and recover for any past infringements of the Trademark, the same to be held and enjoyed by the Assignee for its own use and behalf and for its successors and assigns.

3. Further Actions by Assignor.

The Assignor further agrees that, on request and at the expense of the Assignee, the Assignor will communicate to the Assignee, or its representatives, all facts known to it respecting the Trademark, to execute and deliver to Assignee for filing, such assignments, notices and other documents with the USPTO as are necessary to effectuate the transfer of the title contemplated by this Trademark Assignment. The Assignee shall be responsible for any and all expenses and filing fees associated with filing the assignment of the Trademark and prosecution of the Trademark Application with the USPTO.


4. Power of Attorney.

Assignor appoints and constitutes Assignee as attorney-in-fact for the Assignor with respect to the transfer of title of the Trademark and the Trademark Application. The Assignee's authority under this Assignment shall include, without limitation, the authority to execute and receive any certificate of ownership or other document to transfer title to the Trademark and the Trademark Application, and to take any other actions necessary or incident to the powers granted to the Assignee in this Assignment.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement under seal as of the date first written above.

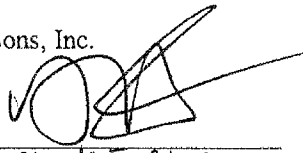
ASSIGNOR

American Graphics Institute, LLC

By: 
Chris Smith, its Manager

ASSIGNEE

John Wiley & Sons, Inc.

By: 
Print Name: Mark J. Allen
Print Title: SVP, P/T