

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/02/2012

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
First Choice Education Group, LLC		09/17/2012	LIMITED LIABILITY COMPANY: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Curriculum Associates, LLC
Street Address:	153 Rangeway Road
City:	North Billerica
State/Country:	MASSACHUSETTS
Postal Code:	01862
Entity Type:	LIMITED LIABILITY COMPANY: MASSACHUSETTS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3308370	FIRST CHOICE EDUCATION GROUP
Registration Number:	3178588	ACADEMIC WORKOUT

CORRESPONDENCE DATA

Fax Number: 7812835776
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 7812835775
 Email: joneill@feinberghanson.com
 Correspondent Name: Julia K. O'Neill
 Address Line 1: 57 River Street
 Address Line 2: Suite 204
 Address Line 4: Wellesley, MASSACHUSETTS 02481

ATTORNEY DOCKET NUMBER:	CURRICULUM ASSOC
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NAME OF SUBMITTER:	Julia K. O'Neill
Signature:	/Julia K. O'Neill/
Date:	09/19/2012
Total Attachments: 2 source=First Choice TM Transfer 09172012#page1.tif source=First Choice TM Transfer 09172012#page2.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), *nunc pro tunc*, effective as of July 2, 2012 ("Effective Date"), is made and entered into by and between **First Choice Education Group, LLC**, a Massachusetts limited liability company with an address of 31 St. James Avenue, Ste. 1005, Boston, MA 02116 ("Assignor"), and **Curriculum Associates, LLC**, a Massachusetts limited liability company (formerly **Curriculum Associates, Inc.**, a Massachusetts corporation) with an address of 153 Rangeway Rd, North Billerica, MA 01862 ("Assignee").

WHEREAS, Assignor is the owner of all registered and unregistered right, title and interest in and to the Trademarks listed in Schedule A hereto (the "Trademarks"), including the goodwill of the business symbolized thereby; and

WHEREAS, the Assignor has agreed to assign the Trademarks to the Assignee, and the Assignee has agreed to accept such assignment.

NOW THEREFORE, for good and valuable consideration, the Assignor hereby assigns to the Assignee, its successors and assigns, all its full right to and title in the Trademarks, together with the goodwill of the business or portion thereof, which business is ongoing and existing, in the goods/services to which the Trademarks pertain, as well as any and all rights derived from use of the Trademarks, either by itself or by recorded licensees, as well as the right to sue for past, present and future infringement thereof.

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be executed by its duly authorized representative as of the date first written above.

ASSIGNOR,
FIRST CHOICE EDUCATION GROUP, LLC

Dated: September 17, 2012

By: Janet L. Dracksdorf
Name: Janet L. DRACKSDORF
Title: General Manager

Schedule A

Trademark	U.S. Reg. No.	Class & Goods/Services
FIRST CHOICE EDUCATION GROUP	3308370	Class 16: "Educational materials, namely, student workbooks, student books, student study aids and guides, student assessment booklets, and teacher guides for use in the areas of reading/language arts, in English."
ACADEMIC WORKOUT	3178588	Class 16" "Educational materials and teacher guides for use in reading/language arts in English.