

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
News America Incorporated		11/16/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Amplify Education Holding, Inc.
Street Address:	1211 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	85531366	AMPLIFY
Serial Number:	85531370	AMPLIFY
Serial Number:	85531374	AMPLIFY
Serial Number:	85531377	AMPLIFY
Serial Number:	85531384	AMPLIFY
Serial Number:	85531380	AMPLIFY
Serial Number:	85531332	AMPLIFY LEARNING
Serial Number:	85531337	AMPLIFY LEARNING
Serial Number:	85531342	AMPLIFY LEARNING
Serial Number:	85531345	AMPLIFY LEARNING
Serial Number:	85531352	AMPLIFY LEARNING
Serial Number:	85531358	AMPLIFY LEARNING
Serial Number:	85745039	AMPLIFY ACCESS
Serial Number:	85745044	AMPLIFY ACCESS

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Serial Number:	85745047	AMPLIFY ACCESS
Serial Number:	85745054	AMPLIFY ACCESS
Serial Number:	85745010	AMPLIFY INSIGHT
Serial Number:	85745012	AMPLIFY INSIGHT
Serial Number:	85745025	AMPLIFY INSIGHT
Serial Number:	85745033	AMPLIFY INSIGHT

CORRESPONDENCE DATA

Fax Number: 2128527217
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-852-7886
Email: esteelman@newscorp.com
Correspondent Name: Stacy Grossman, Esq.
Address Line 1: 1211 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	AMPLIFY - ASSIGNMENTS
NAME OF SUBMITTER:	Stacy Grossman, Esq.
Signature:	/Stacy Grossman/
Date:	11/28/2012

Total Attachments: 5
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of this 16th day of November, 2012 by and between News America Incorporated, a Delaware corporation having a place of business at 1211 Avenue of the Americas, New York, NY 10036 ("Assignor"), and Amplify Education Holding, Inc., a Delaware corporation having a place of business at 1211 Avenue of the Americas, New York, NY 10036 ("Assignee").

WHEREAS, Assignor has agreed to sell, convey, assign and transfer to Assignee all of Assignor's right, title and interest in the trademarks containing the word "Amplify," including, but not limited to, the trademark applications set forth on Schedule A attached hereto, together with the goodwill of the business symbolized thereby (the "Trademarks"); and

WHEREAS, Assignee is successor to that part of Assignor's business to which the Trademarks pertain and/or in which Assignor has a bona fide intent to use the Trademarks, and that business is ongoing and existing.

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

1. **Assignment**. Assignor hereby sells, conveys, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks and any and all goodwill of the business symbolized thereby, including all common law rights and rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof.
2. **Further Assurances**. Assignor shall, and shall cause its Affiliates to, take all further actions, and provide to Assignee all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee, at Assignee's cost and expense, to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the implementation or perfection of this Assignment, the execution and delivery of assignments in recordable form necessary to assign such rights.
3. **Direction to Record**. Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Trademarks.

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed as of the date first written above by its duly authorized representative.

NEWS AMERICA INCORPORATED

By: 

Name: James W. Marcovitz

Title: Senior Vice President

AMPLIFY EDUCATION HOLDING, INC.

By: 

Name: Louis Manzo


Title: Senior Vice President

NOTARIAL CERTIFICATION

CITY OF NEW YORK)
) :ss:
COUNTY OF NEW YORK)

On this 16th day of November, 2012, appeared before me James W. Marcovitz, being by me duly sworn did depose and say that he/she is the Senior Vice President of News America Incorporated, a Delaware corporation, and whose signature appears on the foregoing instrument.

Witness my signature and official seal.



NOTARY PUBLIC

LATOYA WILSON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01W16203070
Qualified in Bronx County
My Commission Expires March 30, 2013

NOTARIAL CERTIFICATION

CITY OF NEW YORK)
) :ss:
COUNTY OF NEW YORK)

On this 16th day of November, 2012, appeared before me Louis Manzo, being by me duly sworn did depose and say that he/she is the Senior Vice President of Amplify Education Holding, Inc., a Delaware corporation, and whose signature appears on the foregoing instrument.

Witness my signature and official seal.



NOTARY PUBLIC

LATOYA WILSON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01WI6203070
Qualified in Bronx County
My Commission Expires March 30, 2013

SCHEDULE A

Country	Trademark	App. No. and Date
United States	AMPLIFY	85/531,366
United States	AMPLIFY	85/531,370
United States	AMPLIFY	85/531,374
United States	AMPLIFY	85/531,377
United States	AMPLIFY	85/531,384
United States	AMPLIFY	85/531,380
United States	AMPLIFY LEARNING	85/531,332
United States	AMPLIFY LEARNING	85/531,337
United States	AMPLIFY LEARNING	85/531,342
United States	AMPLIFY LEARNING	85/531,345
United States	AMPLIFY LEARNING	85/531,352
United States	AMPLIFY LEARNING	85/531,358
United States	AMPLIFY ACCESS	85/745,039
United States	AMPLIFY ACCESS	85/745,044
United States	AMPLIFY ACCESS	85/745,047
United States	AMPLIFY ACCESS	85/745,054
United States	AMPLIFY INSIGHT	85/745,010
United States	AMPLIFY INSIGHT	85/745,012
United States	AMPLIFY INSIGHT	85/745,025
United States	AMPLIFY INSIGHT	85/745,033