

TRADEMARK ASSIGNMENT

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	09/29/2012

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Deltak Edu, Inc.		09/29/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	John Wiley & Sons, Inc.
<b>Street Address:</b>	111 River Street
<b>Internal Address:</b>	Trademark Dept.
<b>City:</b>	Hoboken
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07030
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Serial Number:	85657855	ECUBED EMPLOYER EDUCATOR EXCHANGE
Serial Number:	85540061	DELTAK ENGAGE
Registration Number:	4210069	WHERE ACADEMICS AND INNOVATION CONVERGE
Registration Number:	4099648	DELTAK

**CORRESPONDENCE DATA**

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

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 Address Line 4: Hoboken, NEW JERSEY 07030

CH \$115.00 85657855

ATTORNEY DOCKET NUMBER:	DELTAK ASSIGNMENT
NAME OF SUBMITTER:	Jessica Rosenthal
Signature:	/JR/
Date:	04/11/2013
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EXECUTION COPY

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filing.*



AGREEMENT AND PLAN OF MERGER

BY AND AMONG

JOHN WILEY & SONS, INC.,

WILEY TRANSITORY COMPANY, INC.,

DELTAK EDU, INC.

AND

ROBERT E. KING AND J. MICHAEL LOCKE

AS REPRESENTATIVES OF THE COMPANY STOCKHOLDERS, THE COMPANY  
SUBSIDIARY CLASS B UNIT HOLDERS AND THE COMPANY SUBSIDIARY OPTION  
HOLDERS

September 29, 2012



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## EXHIBITS

Exhibit A	Form of Employment Agreement
Exhibit B	Form of Non-Competition/Non-Solicitation Agreement
Exhibit C	Redemption Agreements of Class B Unit Holders
Exhibit D	Amended and Restated Tax Sharing Agreement
Exhibit E	Termination Agreement to the Stockholders Agreement
Exhibit F	Form of Consent
Exhibit G	Funded Indebtedness Schedule
Exhibit H	Transaction Expense Schedule
Exhibit I	Non-Cash Working Capital Schedule
Exhibit J	Form of Information Statement
Exhibit K	Form of Letter of Transmittal
Exhibit L	Form of Indemnity Escrow Agreement



## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of September 29, 2012 by and among John Wiley & Sons, Inc., a New York corporation ("Parent"); Wiley Transitory Company, Inc., a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"); Deltak edu, Inc., a Delaware corporation (the "Company"); and Robert E. King and J. Michael Locke (each individually, a "Representative" and collectively, the "Representatives"), on behalf of the Holders (as defined herein). Capitalized terms used and not otherwise defined herein have the meanings set forth in Article XI.

WHEREAS the board of directors of the Company (the "Company Board"), subject to the terms and conditions set forth herein, has (i) declared the advisability of this Agreement and approved and adopted this Agreement, and (ii) resolved to recommend approval and adoption of this Agreement by the Company Stockholders;

WHEREAS the board of directors of Merger Sub has (i) declared the advisability of this Agreement and (ii) approved and adopted this Agreement;

WHEREAS Parent has approved this Agreement in its capacity as the sole stockholder of Merger Sub;

WHEREAS as of the date hereof certain executive officers and employees of the Company set forth on Section 8.01(g)(i) of the Company Disclosure Schedules have executed and delivered employment agreements with the Parent, and the Parent intends to enter into employment agreements in substantially the form attached hereto as Exhibit A with certain executive officers and employees of the Company set forth on Section 8.01(g)(ii) of the Company Disclosure Schedules prior to the Closing (collectively, the "Employment Agreements"), which Employment Agreements shall be effective upon the consummation of the Merger;

WHEREAS as of the date hereof certain Company Stockholders set forth on Section 8.01(h)(i) of the Company Disclosure Schedules have executed and delivered non-competition/non-solicitation agreements with the Parent, and the Parent intends to enter into non-competition/non-solicitation agreements in substantially the form attached hereto as Exhibit B with certain Company Stockholders set forth on Section 8.01(h)(ii) of the Company Disclosure Schedules prior to the Closing (collectively, the "Non-Competition/Non-Solicitation Agreements"), which Non-Competition/Non-Solicitation Agreements shall be effective upon the consummation of the Merger;

WHEREAS attached hereto as Exhibit C are fully executed and delivered Redemption Agreements from Class B Unit Holders, which Redemption Agreements shall be effective upon the consummation of the Merger;

WHEREAS attached hereto as Exhibit D is the fully executed and delivered Amended and Restated Tax Sharing Agreement, dated as of the date hereof (the "Amended and Restated Tax Sharing Agreement") by and between the Company and \_\_\_\_\_ which agreement shall be effective upon the consummation of the Merger;

WHEREAS attached hereto as Exhibit E is the fully executed and delivered Termination Agreement (the "Termination Agreement") to the Deltak edu, Inc. Stockholders Agreement, dated July 1, 2011 (the "Stockholders Agreement"), which Termination Agreement shall be effective upon the consummation of the Merger; and

WHEREAS following the execution of this Agreement, the Company shall deliver to the Parent, in accordance with Section 228 of the DGCL, written consents, in the form attached hereto as Exhibit F (the "Consent"), of Company Stockholders sufficient to approve this Agreement, the Merger and the other transactions contemplated hereby in accordance with Section 251 of the Delaware General Corporation Law (the "DGCL") (the "Requisite Stockholder Approval").

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement and intending to be legally bound hereby, the parties hereto agree as follows:

## ARTICLE I MERGER

Section 1.01. The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the DGCL, at the Effective Time, Merger Sub shall be merged with and into the Company (the "Merger"). As a result of the Merger, the separate corporate existence of Merger Sub shall cease, and the Company shall continue as the surviving entity of the Merger (the "Surviving Corporation") and shall succeed to and assume all of the rights and obligations of Merger Sub in accordance with the DGCL as a wholly owned subsidiary of Parent following the Merger.

Section 1.02. Effective Time. Unless this Agreement is earlier terminated pursuant to Section 9.01, the closing of the Merger (the "Closing") shall take place no later than two (2) Business Days after the satisfaction or, if permissible, waiver of the conditions set forth in Article VIII, at the offices of Winston & Strawn LLP, 35 West Wacker Drive, Chicago, Illinois 60601, at 10:00 a.m. (Chicago time); provided that such place, date and time may be changed to another place, date and/or time as agreed to in writing by Parent and the Company. The date upon which the Closing actually occurs is herein referred to as the "Closing Date." On the Closing Date, the parties hereto shall cause the Merger to be consummated by filing a certificate of merger (the "Certificate of Merger") with the Secretary of State of the State of Delaware, in such form as required by, and executed in accordance with, the relevant provisions of the DGCL (the date and time of acceptance by the Secretary of State of Delaware of such filing, or, if another date and time is specified in such filing, such specified date and time, being the "Effective Time").

Section 1.03. Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, except as otherwise provided herein, all the property, assets, rights, privileges, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities, duties and obligations of the

Company and Merger Sub shall become the debts, liabilities, duties and obligations of the Surviving Corporation.

Section 1.04. Certificate of Incorporation; By-laws. At the Effective Time, the certificate of incorporation and by-laws of the Surviving Corporation shall be amended in their entirety to contain the provisions set forth in the certificate of incorporation and by-laws of Merger Sub as in effect immediately prior to the Effective Time, subject to the limitations set forth in Section 6.02.

Section 1.05. Directors and Officers. The directors of Merger Sub immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation, each to hold office in accordance with the certificate of incorporation and by-laws of the Surviving Corporation. The officers of Merger Sub immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation, each to hold office in accordance with the certificate of incorporation and by-laws of the Surviving Corporation.

**ARTICLE II**  
**MERGER CONSIDERATION; EFFECT ON COMPANY CAPITAL STOCK, OPTIONS**  
**AND CLASS B UNITS; EXCHANGE OF CERTIFICATES**

Section 2.01. Calculation and Payment of the Merger Consideration.

(a) Calculation of Merger Consideration. The aggregate amount to be paid by Parent, the Company and/or the Company Subsidiary with respect to the Company Capital Stock, Options and Class B Units shall be equal to the sum of the following:

(i)

(ii)

(iii)

(iv)

(v)

(vi)

(vii)

(viii)

The aggregate amount of items (i) through (viii) immediately above is referred to herein as the "Initial Merger Consideration." At least three (3) Business Days prior to the Closing Date, the Company shall prepare and deliver to the Parent a preliminary closing statement (the

enforcement is sought in a proceeding at law or in equity) and will continue to be in full force and effect on identical terms immediately following the Closing Date.

Section 3.12. Intellectual Property.

(a) Section 3.12(a) of the Company Disclosure Schedules sets forth a true and complete list of all registered and material unregistered Marks, Patents and registered Copyrights, including any pending applications to register any of the foregoing, owned (in whole or in part) by or exclusively licensed to the Company or the Company Subsidiary, identifying for each whether it is owned by or exclusively licensed to either the Company or the Company Subsidiary.

(b) No registered Mark identified on Section 3.12(a) of the Company Disclosure Schedules has been or is now involved in any opposition or cancellation proceeding and, to the Company's knowledge, no such proceeding is or has been threatened with respect to any of such Marks.

(c) Either the Company or the Company Subsidiary exclusively owns, free and clear of any and all Encumbrances, all Intellectual Property Rights identified on Section 3.12(a) of the Company Disclosure Schedules and all other Intellectual Property Rights used in the Company's and the Company Subsidiary's businesses other than (i) Intellectual Property Rights that are licensed to either the Company or the Company Subsidiary by a third party licensor pursuant to a written license agreement that remains in effect (ii) Intellectual Property Rights the use of which are provided pursuant to the IT Services Agreement. Neither the Company nor the Company Subsidiary has received any written notice or claim challenging the ownership of any of the Intellectual Property Rights owned (in whole or in part) by such Person, nor to the Company's knowledge is there a reasonable basis for any claim that the applicable Person does not so own any of such Intellectual Property Rights.

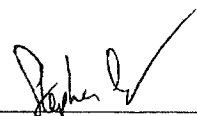
(d) All registered Marks, issued Patents and registered Copyrights identified on Section 3.12(a) of the Company Disclosure Schedules ("Company Registered IP") are valid and subsisting and, to the Company's knowledge, enforceable, and neither the Company nor the Company Subsidiary has received any written notice or claim challenging the validity or enforceability of any Company Registered IP or alleging any misuse of such Company Registered IP.

(e) To the Company's knowledge, in the past two (2) years, the activities and operations of the Company and the Company Subsidiary have not infringed upon, misappropriated, violated, diluted or constituted the unauthorized use of, any Intellectual Property Rights of any third party, and neither the Company nor the Company Subsidiary has received any written notice or claim asserting or suggesting that any such infringement, misappropriation, violation, dilution or unauthorized use is or may be occurring or has or may have occurred, nor to the Company's knowledge, is there a reasonable basis therefor. No Intellectual Property Rights owned by or licensed to the Company or the Company Subsidiary are subject to any outstanding order, judgment, decree, stipulation or agreement restricting the use or licensing thereof by the Company or the Company Subsidiary. Except as set forth on Section 3.12(e) of the Company Disclosure Schedule, to the Company's knowledge, no third

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the date first above written.

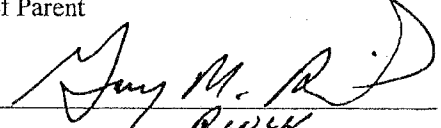
**PARENT:**

JOHN WILEY & SONS, INC., a New York corporation

By:   
Name: Stephen M. Smith  
Title: President & CEO

**MERGER SUB:**

WILEY TRANSITORY COMPANY, INC., a Delaware corporation and a wholly owned subsidiary of Parent

By:   
Name: GUY M. RINK  
Title: Director, SVP, GC

**COMPANY:**

DELTAK EDU, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**REPRESENTATIVES:**

ROBERT E. KING and J. MICHAEL LOCKE

\_\_\_\_\_  
Name: Robert E. King

\_\_\_\_\_  
Name: J. Michael Locke

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the date first above written.

**PARENT:**

JOHN WILEY & SONS, INC., a New York corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MERGER SUB:**

WILEY TRANSITORY COMPANY, INC., a Delaware corporation and a wholly owned subsidiary of Parent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COMPANY:**

DELTAK EDU, INC., a Delaware corporation

By: Craig Pines  
Name: CRAG PINES  
Title: PRESIDENT AND CEO

**REPRESENTATIVES:**

ROBERT E. KING and J. MICHAEL LOCKE

X [Signature]  
Name: Robert E. King

[Signature]  
Name: J. Michael Locke

**Disclosure Schedule**  
**Section 3.12(a)**

**Intellectual Property**

**Trademarks:**<sup>4</sup>

1. "Deltak"
2. "Where Academics and Innovation Converge" – (pending)
3. "Deltak Engage" – (pending)
4. "eCubed Employer Educator Exchange" – (pending)

**Other Intellectual Property:**

1. Engage Mobile iPad application and software
2. Student Relationship Platform (SRP) design document for Salesforce SRP

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<sup>4</sup> Deltak has one (1) registered trademark and three (3) pending trademark applications. All of these marks are in the name of Deltak edu, Inc.