

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
KC Distance Learning, LLC	FORMERLY KC Distance Learning, Inc.	06/27/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	K12 INC.
Street Address:	2300 Corporate Park Drive
City:	Herndon
State/Country:	VIRGINIA
Postal Code:	20171
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3838339	AVENTA LEARNING
Registration Number:	3762785	DREAM. CONNECT. ACHIEVE.
Registration Number:	3722085	IQ ACADEMY
Registration Number:	3722385	IQ
Registration Number:	3757507	WHERE EDUCATION CLICKS
Registration Number:	3902792	A+
Registration Number:	2488551	A+NYWHERE LEARNING SYSTEM
Registration Number:	2038215	A+DVANCED LEARNING SYSTEM
Registration Number:	4051605	A+ VLABS

CORRESPONDENCE DATA

Fax Number: 2024202201
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 202-420-2200

OP \$240.00 3838339

Email: parsonse@dicksteinshapiro.com
Correspondent Name: Dickstein Shapiro LLP
Address Line 1: 1825 Eye Street NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	K0151.0002
NAME OF SUBMITTER:	Elizabeth Parsons
Signature:	/EP/
Date:	08/22/2013

Total Attachments: 3
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT, made effective as of this 29th day of June 2013, by KC DISTANCE LEARNING, LLC, a Delaware limited liability corporation, formerly KC Distance Learning, Inc. (hereinafter referred to as the "Assignor"), and K12 INC., a Delaware corporation, (hereinafter referred to as the "Assignee"), witnesseth:

WHEREAS, the said Assignor is the sole and rightful owner of certain ideas, inventions, patent applications therefor and patents thereon; marks, including trademarks, service marks, certification marks, collective marks, domain names and collective membership marks, whether word, logo, or other forms of designations of origin (collectively referred to as "Marks"); trade names; designs; expressions and works of authorship; copyrights, copyright registrations and applications (collectively referred to as "Copyrights"); moral rights; and other intellectual property; including but not limited to the intellectual property set forth in the Schedule attached hereto (all of the foregoing collectively referred to as "Intellectual Property"); and

WHEREAS, Assignor, a wholly-owned subsidiary of Assignee desires to assign, and Assignee desires to acquire, said Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to said Intellectual Property and all rights which the Assignor has enjoyed thereunder both in the United States of America and throughout all countries of the world, including any and all rights of recovery based on past and future infringement of said Intellectual Property, the same to be held and enjoyed by the said Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, forever and to the full end of the terms thereof, and all renewals and extensions thereof;

AND for the same consideration, the Assignor does hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to said Marks, including those Marks set forth in the Schedule attached hereto, together with the goodwill of the business symbolized by the Marks and the registrations and applications thereof, and all other rights which the Assignor has enjoyed thereunder both in the United States of America and throughout all countries of the world, including any and all rights of recovery based on past and future infringement of said Marks and/or registrations, and the right to seek renewal of such registrations, the same to be held and enjoyed by the Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, forever and to the full end of the terms for which any of the aforesaid Marks are registered and any renewals of the terms thereof;

AND for the same consideration, the Assignor does hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to said Copyrights, and all rights which the Assignor has enjoyed thereunder both in the United States of America and throughout all countries of the world, including any and all rights of recovery based on past and future infringement of said Copyrights, the same to be held and enjoyed by the said Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, forever and to the full end of the terms thereof, and all renewals and extensions thereof.

DSMDB-3177507v1

ASSIGNOR:

Signed at Herndon Virginia, this 27 day of June 2013.

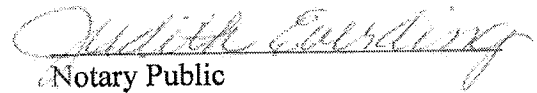
KC DISTANCE LEARNING, LLC

By: 
Ronald J. Packard
Chief Executive Officer

)
) ss:
)

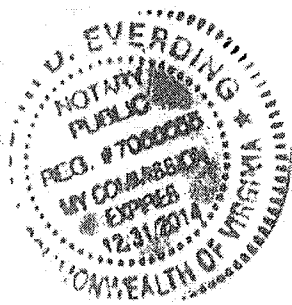
On this 27th day of June 2013, personally before me came RONALD J. PACKARD known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.

(SEAL)


Notary Public

Notary Registration
7066655

My commission expires 12/31/14



TRADEMARK

REEL: 005096 FRAME: 0373

**SCHEDULE
INTELLECTUAL PROPERTY**

I. Marks

Mark	Serial/Application Number	Registration Number
FIND YOUR PATH	77736100	3760270
AVENTA LEARNING	77396921	3838339
DREAM. CONNECT. ACHIEVE.	77792643	3762785
IQ ACADEMY	77736790	3722085
IQ logo	77793473	3722385
WHERE EDUCATION CLICKS	77793466	3757507
A+	77885894	3902792
A+NYWHERE LEARNING SYSTEM	75714037	2488551
A+DVANCED LEARNING SYSTEM	74691385	2038215
A+ VLABS	85050673	4051605
KEYSTONE	N/A	N/A
A+ CLASSROOM STUDENT RESPONSE SOFTWARE	N/A	N/A
A+ SRS	N/A	N/A
A+ LEARNINGLINK	N/A	N/A
A+ UNIVERSITY	N/A	N/A
A+LS	N/A	N/A
A+SSESS!	N/A	N/A
A+NET	N/A	N/A

II. Copyrights

Title	Copyright Number	Date
[A+dvanced learning system, version 2]	TX0005717001	1995
A+dvanced learning system, version 3.	TX0005745912	2000
A+dvanced learning system: version 4.	TX0005713960	2002
Earth Science	TX 4-287-335	1996
Life Science	TX 4-290-882	1996
You & your health	TX 4-008-098	1996

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