

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
Learning Earnings, Inc.		09/23/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	Software Technology, Inc.		
Street Address:	739 North University Boulevard		
Internal Address:	Suite 2000		
City:	Mobile		
State/Country:	ALABAMA		
Postal Code:	36608		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3784109	LEARNING EARNINGS.COM	
Registration Number:	3787277	LEARNING EARNINGS.COM	
CORRESPONDENCE DATA			
Fax Number:	2514326843		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2514051300		
Email:	gpb@ajlaw.com		
Correspondent Name:	Gregory P. Bru		
Address Line 1:	63 South Royal Street		
Address Line 2:	Suite 1300		
Address Line 4:	Mobile, ALABAMA 36602		
NAME OF SUBMITTER:	Gregory P. Bru		
Signature:	/Gregory P. Bru/		

OP \$65.00 3784109

Date:

11/11/2013

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement dated September 23, 2013, is made by Learning Earnings, Inc., a Delaware corporation ("Assignor") in favor of Software Technology, Inc., a Delaware corporation (the "Assignee"). All capitalized words and terms used in this Assignment and Assumption Agreement and not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement of even date between the Assignee, certain of its owners and the Assignor (the "Agreement").

WHEREAS, pursuant to the Agreement, the Assignor has agreed to sell, transfer, convey, assign and deliver to the Assignee the Business Intellectual Property;

WHEREAS, Assignee desires to purchase or acquire all Assignor's right, title and interest in and to the Business Intellectual Property; and

WHEREAS, Assignee is the Assignor's successor with respect to the Business, to which Business the trademarks of the Business Intellectual Property pertain, and the Business is ongoing and existing;

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agrees as follows:

1. Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademarks set forth in Schedule I hereto, (ii) the registrations and applications for registrations thereof and (iii) the goodwill of the business connected with the use thereof and symbolized thereby (the "Assigned Trademarks").

2. Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the patents set forth in Schedule II hereto (the "Assigned Patents").

3. Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the Business Intellectual Property and any and all Intellectual Property rights therein and thereto. Assignor further sells, transfers, conveys, assigns and delivers to Assignee all claims for past, present and future infringement or misappropriation of the Intellectual Property rights included in the Business Intellectual Property, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement or misappropriation prior to the Effective Date.

4. The Assignor shall, from time to time, execute and deliver to the Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by the Assignee to confirm and assure the rights and obligations provided for in this Intellectual Property Assignment Agreement and the Agreement and render effective the consummation of the transactions contemplated hereby and thereby including, but not limited to the execution of all non-provisionals, divisionals, continuations, continuations-in-part, substitutes, reexaminations, reissues, and all other patent applications with respect to the inventions covered by the Assigned Patents; execute all lawful oaths, declarations, assignments, powers of attorney and other papers with respect to Assigned Patents, the Assigned Trademarks and the Business Intellectual Property; communicate to the Assignee all facts known to the Assignor relating to the inventions covered by the Assigned Patents, the Assigned Trademarks and the Business Intellectual Property and the history hereof; and take all other reasonable actions requested by Assignee (at Assignee's expense) for vesting title to the Assigned Patents, the Assigned Trademarks and the Business Intellectual Property in the Assignee, and for

securing, maintaining and enforcing proper protection for the Assigned Patents, the Assigned Trademarks and the Business Intellectual Property and hereby appoints Assignee and its duly authorized officers as attorney-in-fact to act for and on behalf of Assignor to execute and file any and all such applications, registrations, assignments and other documents and to do all other lawfully permitted acts to carry out all the actions necessary for all of the foregoing purposes with the same legal force and effect as if executed by Assignor.

5. This Intellectual Property Assignment Agreement is intended only to document the assignment of the Business Intellectual Property to the Purchaser, and the Agreement is the exclusive source of the agreement and understanding between the Seller and the Purchaser respecting the Business Intellectual Property. Nothing in this Intellectual Property Assignment Agreement shall limit, expand or otherwise affect any of the representations, warranties or covenants contained in the Agreement. To the extent any term or provision herein is inconsistent with the Agreement, the terms and provisions of the Agreement shall control. This Intellectual Property Assignment Agreement shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.


6. This Intellectual Property Assignment Agreement shall be governed by and construed in accordance with (i) the laws of the United States of America, in respect to trademark and patent issues, and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, by the internal laws of the State of Alabama without regard to the choice of law principles thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement effective as of the date first above written.

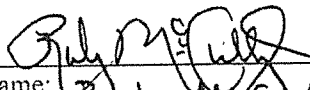
ASSIGNOR:

LEARNING EARNINGS, INC.

By: 
Name: Alan Pearson
Title: President

ASSIGNEE:

SOFTWARE TECHNOLOGY, INC.

By: 
Name: Ruby McCullough
Title: President

Signature Page to Intellectual Property Assignment Agreement

TRADEMARK
REEL: 005152 FRAME: 0164

Schedule I
To Intellectual Property Assignment Agreement
Assigned Trademarks

SERVICE MARK Registration Number 3784109 issued May 4, 2010:

LEARNING EARNINGS.COM. “Conducting incentive program for students and teachers that provides rewards for educational and behavioral achievement.”

SERVICE MARK Registration Number 3787277 issued May 11, 2010:

LEARNING EARNINGS.COM. “Arranging and conducting incentive programs for students and teachers where students earn rewards for educational and behavioral achievements.”

Schedule II
To Intellectual Property Assignment Agreement
Assigned Patents

USPTO Application: System and Method for Providing Educational Incentive Program Services