

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	10/06/2011		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Class.com, Inc.		10/06/2011	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Voyager Sopris Learning, Inc.		
Street Address:	17855 N. Dallas Parkway		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75287		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	75500540	CLASS	
Serial Number:	77842105	ELEARNING THAT WORKS!	
Serial Number:	77599058	CLASS.COM	
Serial Number:	77842153	LEARNINGNOW	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-932-9500		
Email:	scott.mcwhorter@cambiumlearning.com		
Correspondent Name:	Scott McWhorter		
Address Line 1:	17855 N. Dallas Parkway		
Address Line 4:	Dallas, TEXAS 75287		
NAME OF SUBMITTER:	Scott McWhorter		

OP \$115.00 75500540

Signature:	/JSM/
Date:	01/17/2014
Total Attachments: 3 source=Trademark Assignment 10-05-11#page1.tif source=Trademark Assignment 10-05-11#page2.tif source=Trademark Assignment 10-05-11#page3.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is dated as of October 5, 2011 (the "Effective Date") between Class.com, Inc., a Nevada corporation (the "Assignor"), and Cambium Education, Inc., a Colorado corporation (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Purchase Agreement (as defined below).

WHEREAS, the Assignor and the Assignee have entered into a certain Asset Purchase Agreement dated as of September 21, 2011 (the "Purchase Agreement"); and

WHEREAS, the Assignor has agreed to transfer, contribute and assign to the Assignee all of the Assignor's right, title and interest in and to the marks and/or trade names used by Assignor in the Business, including but not limited to the marks and/or trade names set forth on the attached Schedule A hereto, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, in consideration of the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill of the business associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing after the Effective Date with respect to the Marks, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives.

2. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

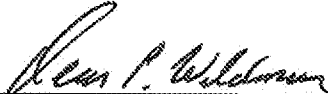
3. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, personal representatives, successors and assigns.

4. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective executors, heirs, personal representatives, successors and assigns any rights or remedies hereunder.

5. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of Nevada, without giving effect to any choice of Law or conflicts of Laws rules or provision (whether of the State of Nevada or any other jurisdiction) that would cause the application of the Laws of a jurisdiction other than the State of Nevada.

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

CLASS.COM, INC.

By: 
Dean Wildman, President

SCHEDULE A

Trademarks

1). ELearning That Works (Standard Character Mark) - Trademark Serial Number 77842105

eLearning that works.

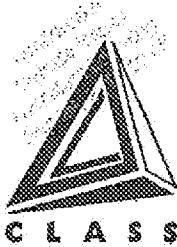
2). Class and Design:

Class No. 38 - Trademark Serial Number 75500540;

Class No. 9 - Trademark Serial Number;

Class No. 16 - Trademark Serial Number;

Class No. 41 - Trademark Serial Number 77507184



3). Class.com Mark - Trademark Serial Number 77599058



4). Learning Now - Trademark Serial Number 77842153

LearningNow