

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318457

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EdisonLearning, Inc.		12/30/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Catapult Learning, LLC		
Street Address:	Suite 100, Two Aquarium Drive		
City:	Camden		
State/Country:	NEW JERSEY		
Postal Code:	08103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	EdisonLearning, Inc.		
Street Address:	900 South Gay Street, Suite 100		
City:	Knoxville		
State/Country:	TENNESSEE		
Postal Code:	37902		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85494761	FIVE STRAND DESIGN	
Serial Number:	85930639	ESOURCE	
Registration Number:	3483325	A WORLD-CLASS EDUCATION FOR EVERY CHILD	
Registration Number:	3565850	ACHIEVEMENT BY DESIGN	
CORRESPONDENCE DATA			
Fax Number:	2023448300		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202.344.4000		
Email:	mbharrison@venable.com, alpittman@venable.com, trademarkdocket@venable.com		
Correspondent Name:	Mark B. Harrison		
Address Line 1:	P.O. Box 34385		
Address Line 4:	Washington, D.C. 20043		

CH \$115.00 85494761

ATTORNEY DOCKET NUMBER:	043899.204560
NAME OF SUBMITTER:	Mark B. Harrison, DC Bar Member
SIGNATURE:	/Mark B. Harrison/
DATE SIGNED:	09/30/2014

Total Attachments: 7

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INTELLECTUAL PROPERTY JOINT OWNERSHIP AGREEMENT

This Intellectual Property Joint Ownership Agreement (this "**Agreement**") dated as of December 30, 2013 ("**Effective Date**"), is entered into by and between EDISONLEARNING, INC., a Delaware corporation ("**Edison**") and CATAPULT LEARNING, LLC, a Delaware limited liability company ("**Catapult**").

RECITALS

A. This Agreement is entered into by Edison and Catapult pursuant to that certain Transaction Agreement, dated as of November 27, 2013, by and between Edison and Catapult, as amended by that certain Agreement to Amend the Transaction Agreement and Disclosure Schedule dated December 27, 2013 (the "**Transaction Agreement**"), whereby Edison has agreed to sell and Catapult has agreed to purchase the Purchased Assets and Catapult has agreed to assume the Assumed Liabilities. All capitalized terms used in this Agreement and not defined herein shall have the respective meanings ascribed to such terms in the Transaction Agreement;

B. Edison owns certain copyrights, trademarks and other proprietary materials that are listed on **Schedule 1** attached hereto and which were not included in the Purchased Assets (the "**Joint IP**"); and

C. In connection with the transfer of the Purchased Assets, and subject to the Transaction Agreement, Catapult wishes to obtain from Edison, and Edison wish to grant to Catapult, joint ownership of the Joint IP under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises herein made and the mutual benefits to be derived therefrom, and in consideration of the representations, warranties and covenants contained herein, Edison and Catapult (each, a "**Party**," and collectively, the "**Parties**") intending to be legally bound, agree as follows:

ARTICLE 1

GRANT

Section 1.1 Subject to the terms of this Agreement, including without limitation, Article 4, Edison hereby assigns to Catapult, and Catapult hereby accepts, effective as of the date hereof, joint ownership all right, title and interest of Edison, in and to the Joint IP. All copyright and other proprietary and intellectual property and related rights in and to any works made and technical information developed by or on behalf of Edison after the Effective Date, including, but not limited to, any derivative works based upon the Joint IP, as well as any adaptations, modifications, translations, enhancements, and improvements of the Joint IP (collectively, "**Improvements**"), shall belong exclusively to Edison. All Improvements developed by or on behalf of Catapult after the Effective Date relating to the Joint IP shall belong exclusively to Catapult.

Section 1.2 The Parties hereto agree and acknowledge that the lack of payment specifically for the ownership rights granted herein is not representative of the true value of the Joint IP and that grant of ownership rights is being made as a part of, and as a result of, the

overall transaction among the Parties under the Transaction Agreement, of which this Agreement is a part, as set forth more fully in the preamble hereto. The use of the Joint IP remains subject to all terms and conditions contained in the Transaction Agreement, including without limitation, the restrictive covenants contained in Article 6 of the Transaction Agreement.

ARTICLE 2

INTENTIONALLY OMITTED

ARTICLE 3

WARRANTIES AND LIABILITY

The parties agree that nothing in this Agreement shall be construed as any warranty or representation by Edison, or any of its Affiliates, of any kind with respect to the Joint IP. Each party's sole and exclusive remedies under this Agreement shall be as set forth under the Transaction Agreement.

ARTICLE 4

MISCELLANEOUS

Section 4.1 Cooperation. Each party agrees to reasonably cooperate with respect to the Joint Intellectual Property, including any registration or enforcement action and to execute any documents reasonably necessary to confirm the other party's joint ownership of the Joint IP. Without limiting the foregoing, in the event that either party defends or elects to pursue any enforcement action related to the Joint IP, it shall give the other party prior written notice. The other party shall reasonably cooperate, at initiating party's cost and expense, in all such actions or proceedings. The other party may elect to be joined in such an action or proceeding, and in such event it shall provide all reasonable cooperation required to prosecute such action or proceeding at its own cost and expense. The parties shall, after reimbursing each party for its expenditures, equally share the financial recoveries from such claims, if any. For the avoidance of doubt, each party shall have the right to sublicense, assign or otherwise exercise its rights in and to the Joint IP.

Section 4.2 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be given and deemed to have been given in accordance with the notice provisions set forth in the Transaction Agreement.

Section 4.3 Amendments and Modification; Waivers. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any

single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 4.4 Expenses. Except as otherwise provided herein, all costs and expenses incurred in connection with negotiating, preparing and executing this Agreement shall be paid by the Party incurring such cost or expense.

Section 4.5 Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and thereto and their respective successors and permitted assigns. Each of the parties may freely assign this Agreement, any rights under this Agreement or all or any of the Joint IP.

Section 4.6 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF DELAWARE, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 4.7 Counterparts; Third Party Beneficiaries. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were upon the same instrument. This Agreement shall become effective when each Party hereto or thereto shall have received a counterpart hereof or thereof signed by the other Party hereto or thereto. Except as explicitly provided herein or

therein, no provision of this Agreement is intended to confer upon any Person other than the Parties hereto or thereto any rights or remedies hereunder or thereunder.

Section 4.8 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter of this Agreement, except for the Transaction Agreement (and the other Transaction Agreements contemplated thereby). In the event there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Transaction Agreement, the terms and conditions of the Transaction Agreement shall govern.

Section 4.9 Headings. The headings herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof or thereof.

Section 4.10 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

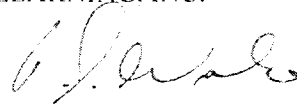
Section 4.11 Specific Performance. Each Party acknowledges and agrees that (i) the other Party would be damaged irreparably if any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, (ii) the damages suffered by the non-breaching Party as a result of such breach or failure to perform likely will be difficult to ascertain, and (iii) the non-breaching Party would not likely have an adequate remedy at law for such breach or failure to perform. Accordingly, each Party agrees that the other Party will be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and its terms and provisions in any action instituted in any court of the United States or any state thereof having jurisdiction over the Party and the matter, subject to Section 4.6, in addition to any other remedy to which it may be entitled, at law or in equity.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto acknowledge the acceptance of the terms of this Agreement, as of the day and year first above written, by the signatures of their respective duly authorized representatives.

EDISONLEARNING, INC.

By:



Name: Jeffrey S. Wahl

Title: President & CEO

CATAPULT LEARNING, LLC

By:

Name:

Title:

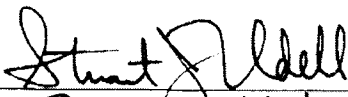
Intellectual Property Joint Ownership Agreement Signature Page

IN WITNESS WHEREOF, the Parties hereto acknowledge the acceptance of the terms of this Agreement, as of the day and year first above written, by the signatures of their respective duly authorized representatives.

EDISONLEARNING, INC.

By: _____
Name:
Title:

CATAPULT LEARNING, LLC

By:  _____
Name: Stuart J. Udell
Title: CEO

Intellectual Property Joint Ownership Agreement Signature Page

Schedule 1

Joint IP

Five Strand Design® - EdisonLearning's proprietary educational design, including the Trademark Application for FIVE STRAND DESIGN, Serial No. 85/494,761 in the United States of America.

eEvaluate® - Seller's proprietary online formative assessment system for reading and math.

eSource® - Seller's content management system and all related Alliance content currently on the applicable server as of the Closing Date including the Jive License Agreement.

Common Core Classroom Connectors ("4Cs") – Seller's proprietary instructional content used in connection with eEvaluate.

Collaborative Quality Analysis - Seller's proprietary diagnostic review tool that identifies the strengths and areas for improvement for certain public schools

The registered marks: A WORLD-CLASS EDUCATION FOR EVERY CHILD, United States of America, 77/214,315 3,483,325 41 Int. Registered; ACHIEVEMENT BY DESIGN (STYLIZED), United States of America, 78/473, 384, 3, 565, 858 35 Int. Registered, 41 Int. Registered; and FIVE STRAND DESIGN, United States of America. 85/494,761 35 Int., 41 Int. Published.