

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM319306

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TriCIP, Inc.		04/11/2011	CORPORATION: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	School Improvement Network, LLC		
<b>Street Address:</b>	32 West Center Street		
<b>City:</b>	Midvale		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84047		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3589450	APPLIED DIFFERENTIATION MAP	
<b>Registration Number:</b>	2080890	THE LPD VIDEO JOURNAL OF EDUCATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3032919112		
<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>			
<b>Phone:</b>	303-295-8180		
<b>Email:</b>	docket@hollandhart.com		
<b>Correspondent Name:</b>	Ester Martin Maillaro		
<b>Address Line 1:</b>	P.O. Box 8749		
<b>Address Line 2:</b>	Attention: Trademark Docketing		
<b>Address Line 4:</b>	Denver, COLORADO 80201		
<b>ATTORNEY DOCKET NUMBER:</b>	77741.0001 TRICIP		
<b>NAME OF SUBMITTER:</b>	Ester Martin Maillaro		
<b>SIGNATURE:</b>	/Ester Martin Maillaro/		
<b>DATE SIGNED:</b>	10/06/2014		
<b>Total Attachments: 3</b>			
source=Trademark Assignment from TriCIP, Inc. to School Improvement Network LLC (Delaware)#page1.tif			
source=Trademark Assignment from TriCIP, Inc. to School Improvement Network LLC (Delaware)#page2.tif			
source=Trademark Assignment from TriCIP, Inc. to School Improvement Network LLC (Delaware)#page3.tif			

OP \$65.00 3589450

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Agreement") is entered into by and between TriCIP, Inc., a Utah corporation ("Assignor"), and School Improvement Network, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor has adopted, used and is using, and is the owner of all right, title and interest in and to various trademarks, including, but not limited to, the trademarks identified on the EXHIBIT attached hereto (collectively, the "Trademarks"), along with the applications for registration of those of the Trademarks (the "Trademark Applications") and the Trademark registrations (the "Trademark Registrations") identified on the attached EXHIBIT, and has developed goodwill of the business symbolized by and associated with the Trademarks (the "Goodwill"); and

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Trademarks, the Trademark Applications and the Trademark Registrations identified on the attached EXHIBIT, along with any and all Goodwill.

NOW, THEREFORE, for good and valuable consideration, including, but not limited to, that set forth in the Membership Interest Purchase Agreement dated as of April 11, 2011 by and between Assignor and Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby acknowledges its assignment and transfer to Assignee, by way of the Membership Interest Purchase Agreement, of the entire right, title and interest in and to the Trademarks, the Trademark Applications, the Trademark Registrations and the Goodwill.

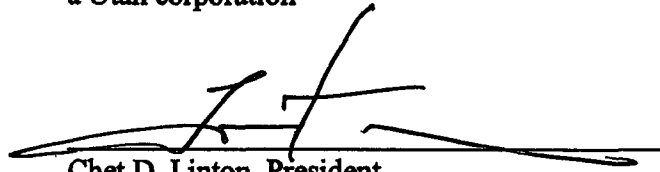
Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and authorized officials in countries outside of the United States of America, to grant and maintain trademark registrations to Assignee as the owner of the entire right, title and interest in and to the Trademarks, the Trademark Applications, the Trademark Registrations and the Goodwill, for the sole use and enjoyment of Assignee, its successors and assigns.

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This Agreement shall be binding upon the successors and legal representatives of Assignor.

DATED this 11<sup>th</sup> day of April, 2011.

TRICIP, INC.,  
a Utah corporation



Chet D. Linton, President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

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TRADEMARK  
REEL: 005376 FRAME: 0669

EXHIBIT

<b>Trademark</b>	<b>Registration No./ Application No.</b>	<b>Registration Date/ Application Date/ Cancellation Date</b>	<b>Country of Registration</b>
Applied Differentiation Map	3,589,450 78/796,128	January 20, 2006 March 10, 2009 N/A	US
THE LPD VIDEO JOURNAL OF EDUCATION	2,080,890 75/046,365	July 22, 1997 January 22, 1996 N/A	US
PD360° logo: 	3,281,980 77/037,856	August 21, 2007 November 6, 2006 N/A	US
RESEARCH BASED logo: 	3,435,700 77/301,081	October 10, 2007 May 27, 2005 N/A	US
TEACHSTREAM	2,539,678 76/094,185	February 19, 2002 July 20, 2000 N/A	US
CLASSROOM PROVEN	TMA480289 0772474	August 13, 1997 January 9, 1995 N/A	CA
THE LPD VIDEO JOURNAL OF EDUCATION	TMA494854 0814064	May 31, 1996 May 20, 1998 N/A	CA
RESEARCH BASED	TMA473684 0772473	January 9, 1995 March 25, 1997 N/A	CA

EXHIBIT  
TRADEMARK ASSIGNMENT  
TRICIP, INC., AND SCHOOL IMPROVEMENT NETWORK, LLC

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RECORDED: 10/07/2014

**TRADEMARK**  
**REEL: 005376 FRAME: 0670**