

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327342

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NCS Pearson, Inc.		10/30/2014	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Manson Western Corporation		
Also Known As:	Western Psychological Services		
Street Address:	625 Alaska Avenue		
City:	Torrance		
State/Country:	CALIFORNIA		
Postal Code:	90503		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2383133	GAMA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	310-562-8605		
Email:	rconnolly@rconnollylaw.com		
Correspondent Name:	Ryan Connolly		
Address Line 1:	8484 Wilshire Blvd. Suite 515		
Address Line 4:	Beverly Hills, CALIFORNIA 90211		
NAME OF SUBMITTER:	Ryan Connolly		
SIGNATURE:	/Ryan Connolly/		
DATE SIGNED:	12/26/2014		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (together with all Schedules hereto, this "Trademark Assignment"), dated as of October 30, 2014, is made by and between NCS Pearson, Inc. ("Assignor"), and Manson Western Corporation ("Assignee"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Asset Purchase Agreement (the "Purchase Agreement"), dated as of October 30, 2014, by and among the Assignor and the Assignee.

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to sell, assign, transfer, convey and deliver, or cause to be sold, assigned, transferred and delivered, to Assignee, and Assignee desires to purchase, acquire, assume and accept all of Assignor's right, title and interest in, to and under Certain Purchased Intellectual Property, including U.S. Trademark Registration 2,383,133 for the mark GAMA (the "Mark"); and

WHEREAS, this Trademark Assignment is being executed and delivered by the Assignor to the Assignee pursuant to Section 7.1 of the Purchase Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and for other good and valuable consideration, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment and Transfer. Effective upon the date of full execution of this Trademark Assignment, Assignor hereby sells, assigns, transfers, and conveys to Assignee, its successors and assigns, and Assignee accepts, all Assignor's right, title and interest in and to said Mark, together with any goodwill of the business symbolized by the Mark, and the above identified registration thereof, including the right to sue for past infringements of the Mark.

3. Further Assurances. Each party hereto shall, at the request of the other party hereto at the sole expense of the requesting party, timely execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and acquaintances and such other instruments, as such other party may reasonably request in order to more effectively consummate the transactions contemplated by this Trademark Assignment, and assure fully to the Assignee that all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to the Assignee are conveyed to the Assignee.

5. Authorization to Record. To the extent applicable, the parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States to record Assignee as the assignee and owner of the Mark.

6. Amendment and Waiver. This Trademark Assignment may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions of this Trademark Assignment may be waived, only by a written instrument signed by all the parties. No delay on the part of any party in exercising any right, power or privilege pursuant to this Trademark Assignment shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege pursuant to this Trademark Assignment, nor shall any single or partial exercise of any right, power or privilege pursuant to this Trademark Assignment, preclude any other or further exercise thereof or the exercise of any other right, power or

privilege pursuant to this Trademark Assignment. The rights and remedies provided pursuant to this Trademark Assignment are cumulative and are not exclusive of any rights or remedies which any party otherwise may have at law or in equity.

7. Counterparts. This Trademark Assignment may be executed in any number of counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other party (including via facsimile or other electronic transmission), it being understood that each party need not sign the same counterpart.

8. No Third Party Beneficiaries. None of the provisions contained in this Trademark Assignment are intended by the parties, nor shall they be deemed, to confer any benefit on any person not a party to this Trademark Assignment.

9. Governing Law. THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

10. Entire Agreement. This Trademark Assignment, together with the Purchase Agreement and the exhibits and the documents referred to in the Purchase Agreement, including the agreements, exhibits and documents accompanying any of the foregoing, constitutes the entire agreement of the parties and supersedes all prior agreements, arrangements or understandings, whether written or oral, between the parties with respect to the subject matter of this Trademark Assignment, except that the parties hereto acknowledge that any confidentiality agreements heretofore executed among the parties shall continue in full force and effect.

11. Headings. The headings in this Trademark Assignment are for purposes of reference only and shall not limit or otherwise affect the meaning of this Trademark Assignment.

12. Binding Effect. This Trademark Assignment and the obligations of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

NCS PEARSON, INC.
(as Assignor)

MANSON WESTERN CORPORATION
(as Assignee)

By:



Name: Aurelio Prifitera, PhD
Title: Managing Director

By:



Name: Jeffrey Manson
Title: President & CEO

TRADEMARK