

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM331086

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kurzweil/Intellitools, Inc.		04/17/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AbleNet, Inc.		
Street Address:	2625 Patton Road		
City:	Roseville		
State/Country:	MINNESOTA		
Postal Code:	55113		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	1941684	CLICKIT!	
Registration Number:	0664573		
Registration Number:	1819781		
Registration Number:	1871843		
Registration Number:	1785295	INTELLIKEYS	
Registration Number:	0664540		
Registration Number:	2622289	INTELLIMATHICS	
Registration Number:	1993803	INTELLIPICS	
Serial Number:	78620718	INTELLISWITCH	
Registration Number:	2447137	INTELLITALK II	
Registration Number:	1838992	INTELLITOOLS	
Registration Number:	3026840	INTELLITOOLS	
Registration Number:	2345576	OVERLAY MAKER	
Registration Number:	2751461	READYMADE	
Registration Number:	2386323	SWITCHIT	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<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>			

OP \$390.00 1941684

Phone: 6124927306
Email: ip@fredlaw.com
Correspondent Name: John Pickerill
Address Line 1: 200 S. 6th Street
Address Line 2: Suite 4000
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	KURZWEIL ASSIGNMENT
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NAME OF SUBMITTER:	John Pickerill
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SIGNATURE:	/John Pickerill/
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DATE SIGNED:	02/03/2015
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Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment Agreement") is entered into as of April 17, 2014, by and between **AbleNet, Inc.**, a Minnesota corporation (the "Assignee") and **Kurzweil/Intellitools, Inc.** a Delaware corporation (the "Assignor"). Capitalized terms used in this Trademark Assignment Agreement but not otherwise defined herein have the meanings ascribed thereto in the Asset Purchase Agreement (as defined herein).

RECITALS:

WHEREAS, the Assignor has adopted and used the trademarks and service marks listed on Schedule A attached hereto (the "Marks") in connection with the Business, and is the owner of the Marks, and owns registrations or applications for the Marks;

WHEREAS, the Assignor and the Assignee entered into that certain Asset Purchase Agreement (the "Asset Purchase Agreement") dated of even date with the execution of this Trademark Assignment Agreement, pursuant to which the Assignor has agreed to sell, assign, convey, transfer and deliver the Marks (in addition to trademarks adopted and used in jurisdictions outside of the United States of America) to the Assignee free and clear of all Liens, subject to the terms and conditions of the Asset Purchase Agreement; and

WHEREAS, the Assignee is desirous of confirming as a matter of record its acquisition of the Marks, including pending applications and registrations, together with the good will of the business connected with the Marks.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties and covenants set forth herein and in the Asset Purchase Agreement, and for the consideration described in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Assignor hereby assigns, sells, conveys, transfers and sets over to the Assignee all rights, title and interest of the Assignor in, to and under the Marks, including pending applications, registrations and common law rights, together with the good will of the business symbolized by the Marks, and all causes of action and claims based on past actions or infringement related to the Marks, free and clear of all Liens (collectively, the "Assignment"). The Assignee hereby accepts the Assignment of the Marks as contemplated herein.
2. From time to time and at any time, at the Assignee's request, and without further consideration, the Assignor shall execute and deliver such further documents and instruments of conveyance, assignment and transfer, and shall take such further actions as may reasonably be necessary, desirable, proper or advisable under applicable Laws in the opinion of the Assignee, for the purpose of transferring and conveying all right, title and interest in and to the Marks.
3. This Trademark Assignment Agreement is an instrument of transfer contemplated by, and executed pursuant to, the Asset Purchase Agreement and is subject in all respects to the terms and conditions thereof, and all of the representations, warranties, covenants and agreements of the Assignor and Assignee contained therein, all of which shall survive the execution and delivery of this Trademark Assignment Agreement in accordance with the terms of the Asset Purchase Agreement. Nothing in this Trademark Assignment Agreement will be construed to supersede, amend or modify any provision of the Asset Purchase Agreement or any rights or obligations under the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement will govern.
4. The parties may amend this Trademark Assignment Agreement only by a written agreement signed by the parties to be bound by the amendment and that identifies itself as an amendment to this Trademark Assignment Agreement.
5. This Trademark Assignment Agreement will be governed in all respects, including but not limited to, as to validity, interpretation and effect, by the internal laws of the State of Delaware, without

FINAL EXECUTION COPY

giving effect to its principles or rules of conflict of laws (to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction). Each party to this Trademark Assignment Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.6 of the Asset Purchase Agreement. Nothing in this Trademark Assignment Agreement will affect the right of any party to this Trademark Assignment Agreement to serve process in any other manner permitted by Law.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Trademark Assignment Agreement under seal on date indicated below:

ABLENET, INC.

KURZWEIL/INTELLITOOLS, INC.

BY: _____

BY: Jarban Jones

Date: _____

Date: 4/17/2014

Schedule A
Marks

Registered	Patent TM #	& PAT/TM	Class/ Ref	Country	Issued	Filed
ClickIt!	1,941,684	TM	Class 9	USA	1995	
ClickIt!	664,573	TM	Class 9	EC	1997	
Design (Dove)	1,819,781	TM	Class 9	USA	1994	
Design (Hand)	1,871,843	TM	Class 9	USA	1995	
IntelliKeys	1,785,295	TM	Class 9	USA	1993	
IntelliKeys	664,540	TM	Class 9	EC	1999	
IntelliMathics	2,622,289	TM	Class 9	USA	2002	
IntelliPics	1,993,803	TM	Class 9	USA	1996	
IntelliSwitch		TM	Class 9	Canada		2005
IntelliSwitch	78/620,718	TM	Class 9	USA		2005
IntelliTalk II	2,447,137	TM	Class 9	USA	1994	
IntelliTools	1,838,992	TM	Class 9	USA	1994	
IntelliTools	3,026,840	TM	Class 9	USA	2005	
Overlay Maker	2,345,576	TM	Class 9	USA	2000	
ReadyMade	2,751,461	TM	Class 9	USA	2003	
SwitchIt (w/o exclamation point)	2,386,323	TM	Class 9	USA	2000	
Unregistered						
MathPad™						
Number Concepts 1 with Oshi the Otter™						
Number Concepts 2 with Penn and Gwen™						