

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM352404

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CTB/MCGRAW-HILL, LLC		06/30/2015	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	DATA RECOGNITION CORPORATION
<b>Street Address:</b>	13490 Bass Lake Road
<b>City:</b>	Maple Grove
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55311
<b>Entity Type:</b>	CORPORATION: MINNESOTA

## PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	3890163	CALIFORNIA ACHIEVEMENT TESTS
Registration Number:	4332499	CORELINK
Registration Number:	2723978	CTB
Registration Number:	2736345	CTB
Registration Number:	2723977	CTB
Registration Number:	0862440	CTBS
Registration Number:	2461567	FOX IN A BOX
Registration Number:	2539830	
Registration Number:	3263540	LANGUAGE ASSESSMENT SYSTEM
Registration Number:	1596392	LAS
Registration Number:	3645011	LAS LINKS
Registration Number:	3648905	LAS LINKS
Registration Number:	4199809	LAS LINKS ONLINE
Registration Number:	4199820	LAS LINKS ONLINE
Registration Number:	2160351	LASSCORE
Serial Number:	85793006	MOSAIC
Serial Number:	86464996	OPTIMAL TEST DESIGNER
Registration Number:	4211282	PRELAS OBSERVATIONAL ASSESSMENT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1921784	REPORTMATE
Registration Number:	0686652	SCOREZE
Serial Number:	86298901	SHADOWCAT
Serial Number:	86310634	
Registration Number:	2145512	SUPERA
Registration Number:	1858578	TABE
Registration Number:	4509885	TABE
Registration Number:	3184449	TABE
Registration Number:	2994430	TABE
Registration Number:	4504745	TABE
Registration Number:	1857569	TABE-PC
Serial Number:	86156337	TASC TEST ASSESSING SECONDARY COMPLETION
Serial Number:	86469795	TASC TEST ASSESSING SECONDARY COMPLETION
Registration Number:	2207329	TCS
Registration Number:	4448845	TERRANOVA
Registration Number:	2092077	TERRANOVA
Registration Number:	4317637	TERRANOVA3
Serial Number:	86469788	TEST ASSESSING SECONDARY COMPLETION
Registration Number:	1543323	TESTMATE
Registration Number:	2245920	TESTMATE CLARITY
Registration Number:	4628083	WRITING ROADMAP
Registration Number:	4628081	WRITING ROADMAP

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Phone:** 414-298-8185  
**Email:** tadmin@reinhartlaw.com  
**Correspondent Name:** Daniel E. Kattman  
**Address Line 1:** 1000 N Water St.  
**Address Line 2:** Suite 1900  
**Address Line 4:** Milwaukee, WISCONSIN 53202

<b>ATTORNEY DOCKET NUMBER:</b>	024282-0023
<b>NAME OF SUBMITTER:</b>	Daniel E. Kattman
<b>SIGNATURE:</b>	/dek/
<b>DATE SIGNED:</b>	08/24/2015

**Total Attachments: 6**  
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of June 30, 2015 (the "Effective Date") from CTB/MCGRAW-HILL LLC, a Delaware limited liability company ("Assignor"), to DATA RECOGNITION CORPORATION, a Minnesota corporation ("Assignee").

## RECITALS

A. Pursuant to an Asset Purchase Agreement dated June 30, 2015 (the "Asset Purchase Agreement") by and between Assignor, Assignee and McGraw-Hill School Education Holdings, LLC, Assignee has agreed to purchase certain assets of Assignor, including the Assigned Trademarks (as defined below).

B. Assignor is the owner of the Assigned Trademark listed in Schedule A hereto.

C. Assignor and Assignee each desires, by execution of this Assignment, to confirm the assignment of all rights, title, and interest in and to the Assigned Trademark to Assignee.

## AGREEMENTS

For valuable consideration, including that set forth in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definition of Assigned Trademarks. The term "Assigned Trademarks" means the trademarks listed in Schedule A, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) the ongoing and existing business or portion thereof of Assignor to which the trademark listed and (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.

2. Assignment of the Assigned Trademarks. Assignor hereby sells, assigns, and transfers to Assignee, its successors, and assigns all right and title to and interest in the Assigned Trademarks.

3. Further Assurances. Assignor (a) further agrees to take all reasonable and necessary steps to implement the provisions of the Assignment; and (b) shall provide Assignee, its successors, and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request (including the execution and delivery of affidavits, declarations, oaths, exhibits, assignments, or other documentation) as may be reasonably required in the implementation of this Assignment. This Assignment of the Assigned Trademarks is granted free and clear of all security interests, liens, encumbrances, claims or interests of any kind or nature.

4. Incorporation of Representations, Covenants and Warranties. Notwithstanding anything in this Assignment to the contrary, the representations, covenants and warranties, including the limitations set forth therein, of Assignor contained in the Asset Purchase

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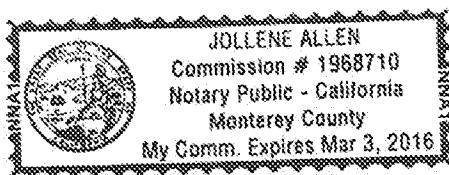
Agreement are incorporated herein by reference. If there is any conflict between the terms of this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail. The parties agree to indemnify and hold harmless one another for violations of this Assignment as provided in the Asset Purchase Agreement.

5. Facsimile Signature; Counterparts. This Assignment may be executed by facsimile delivery or other electronic means (*i.e.*, PDF) of original signatures and in counterparts, each of which shall be considered one and the same agreement, and shall become effective when such counterparts have been signed by each party and delivered to the other party.

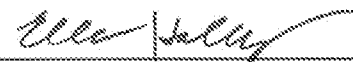
*[Signature page follows.]*

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

**ASSIGNOR:**



**CTB/MCGRAW-HILL LLC**  
McGraw-Hill School Education Holdings, LLC  
2 Penn Plaza, 20<sup>th</sup> Floor  
New York, NY 10121

By:   
Ellen Haley, President

**CERTIFICATE OF NOTARIZATION**

This 30 day of June, 2015, before me personally came the above-named Ellen Haley, to me personally known as the individual who executed the foregoing instrument, who acknowledged to me that the same was executed by him/her of his/her own free will for the purposed set forth therein.

A handwritten signature of the notary public, Jolene Allen, written in cursive over a horizontal line.

**ASSIGNEE:**

**DATA RECOGNITION CORPORATION**  
13490 Bass Lake Road  
Maple Grove, MN 55311

By: \_\_\_\_\_  
Susan Engeleiter, President

**CERTIFICATE OF NOTARIZATION**

This \_\_\_\_\_ day of June, 2015, before me personally came the above-named \_\_\_\_\_, to me personally known as the individual who executed the foregoing instrument, who acknowledged to me that the same was executed by him/her of his/her own free will for the purposed set forth therein.

\_\_\_\_\_

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

ASSIGNOR:

CTB/MCGRAW-HILL LLC  
McGraw-Hill School Education Holdings, LLC  
2 Penn Plaza, 20<sup>th</sup> Floor  
New York, NY 10121

By: \_\_\_\_\_  
Ellen Haley, President

**CERTIFICATE OF NOTARIZATION**

This \_\_\_\_\_ day of June, 2015, before me personally came the above-named \_\_\_\_\_, to me personally known as the individual who executed the foregoing instrument, who acknowledged to me that the same was executed by him/her of his/her own free will for the purposed set forth therein.

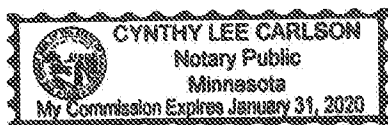
ASSIGNEE:

DATA RECOGNITION CORPORATION  
13490 Bass Lake Road  
Maple Grove, MN 55311

By: Susan S. Engleiter  
Susan Engleiter, President

**CERTIFICATE OF NOTARIZATION**

This 30th day of June, 2015, before me personally came the above-named Susan Engleiter, to me personally known as the individual who executed the foregoing instrument, who acknowledged to me that the same was executed by him/her of his/her own free will for the purposed set forth therein.



Cynthia Lee Carlson

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**Schedule A**

<b>Country</b>	<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
United States	CALIFORNIA ACHIEVEMENT TESTS	85/026,509	29-Apr-10	3,890,163	14-Dec-10
United States	CORELINK	85/405,497	24-Aug-11	4,332,499	7-May-13
United States	CTB	76/438,720	8-Aug-02	2,723,978	10-Jun-03
United States	CTB	76/438,719	8-Aug-02	2,736,345	15-Jul-03
United States	CTB	76/438,718	8-Aug-02	2,723,977	10-Jun-03
United States	CTBS	72/298,664	19-Apr-68	862,440	24-Dec-68
United States	FOX IN A BOX	76/039,057	2-May-00	2461567	19-Jun-01
United States	FOX IN A BOX Design	76/144,814	11-Oct-00	2,539,830	19-Feb-02
United States	LANGUAGE ASSESSMENT SYSTEM	78/678,070	26-Jul-05	3,263,540	10-Jul-07
United States	LAS	73/827,412	25-Sep-89	1,596,392	15-May-90
United States	LAS LINKS	78/793,851	24-Jan-06	3,645,011	23-Jun-09
United States	LAS LINKS & Design	78/853,690	4-Apr-06	3648905	30-Jun-09
United States	LAS LINKS ONLINE & design	85/365,611	7-Jul-11	4199809	28-Aug-12
United States	LAS LINKS ONLINE & Design	85/368,445	11-Jul-11	4,199,820	28-Aug-12
United States	LASSCORE (Stylized)	75/276,256	17-Apr-97	2,160,351	26-May-98
United States	MOSAIC Logo	85/793,006	3-Dec-12		
United States	OPTIMAL TEST DESIGNER	86/464,996	25-Nov-14		
United States	PRELAS OBSERVATIONAL ASSESSMENT	85/365,555	7-Jul-11	4211282	18-Sep-12
United States	REPORTMATE	74/584,592	12-Dec-94	1,921,784	26-Sep-95
United States	SCOREZE (Stylized)	72/055,569	18-Jul-58	686,652	13-Oct-59
United States	SHADOWCAT	86/298,901	3-Jun-14		
United States	ShadowCat Cat Design	86/310,634	16-Jun-14		
United States	SUPERA (Super)	75/208,544	5-Dec-96	2,145,512	17-Mar-98
United States	TABE	74/450,944	25-Oct-93	1,858,578	18-Oct-94
United States	TABE	86/018,652	24-Jul-13	4,509,885	8-Apr-14
United States	TABE and Plant Design	78/404,714	20-Apr-04	3,184,449	12-Dec-06
United States	TABE and Plant Design	78/350,495	12-Jan-04	2,994,430	13-Sep-05
United States	TABE and Plant Design	86/018,671	24-Jul-13	4,504,745	1-Apr-14
United States	TABE-PC	74/450,802	25-Oct-93	1,857,569	11-Oct-94
United States	TASC TEST ASSESSING SECONDARY COMPLETION	86/156,337	2-Jan-14		
United States	TASC TEST ASSESSING SECONDARY COMPLETION and Design	86/469,795	3-Dec-14		
United States	TCS	75/426,234	30-Jan-98	2,207,329	1-Dec-98

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United States	TERRANOVA	85/725,464	11-Sep-12	4,448,845	10-Dec-13
United States	TERRANOVA & Globe Logo Design	75/043,468	16-Jan-96	2,092,077	26-Aug-97
United States	TERRANOVA3 & Square Logo Design	85/255,952	2-Mar-11	4,317,637	9-Apr-13
United States	TEST ASSESSING SECONDARY COMPLETION	86/469,788	3-Dec-14		
United States	TESTMATE	73/695,686	16-Nov-87	1543323	13-Jun-89
United States	TESTMATE CLARITY	75/443,983	3-Mar-98	2,245,920	18-May-99
United States	WRITING ROADMAP	86/213,130	6-Mar-14	4,628,083	28-Oct-14
United States	WRITING ROADMAP AND DESIGN	86/213,108	6-Mar-14	4628081	28-Oct-14

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