

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356949

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apollo Education Group, Inc.		09/28/2015	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	Carnegie Learning, Inc.		
Street Address:	437 Grant Street		
Internal Address:	Suite 1906		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86386934	DIGITALACE	
Serial Number:	75543929	CARNEGIE LEARNING	
Serial Number:	85975444	MATHIA	
Serial Number:	85336430	SKILLOMETER	
Serial Number:	75652383	SCHOOLCARE	
Serial Number:	75652384	COGNITIVE TUTOR	
CORRESPONDENCE DATA			
Fax Number:	6027356219		
<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:	(408) 674-3361		
Email:	shane.lunceford@apollo.edu		
Correspondent Name:	Shane Lunceford		
Address Line 1:	4025 S, Riverpoint Parkway		
Address Line 2:	Mailstop:CF-K612		
Address Line 4:	Phoenix, ARIZONA 85040		
ATTORNEY DOCKET NUMBER:	CC:(400)		
NAME OF SUBMITTER:	Shane Lunceford		
SIGNATURE:	/Shane Lunceford/		

CH \$165.00 86386934

DATE SIGNED:	09/30/2015
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Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of September 28, 2015, is made by Apollo Education Group, Inc. ("Assignor"), an Arizona Corporation, located at 4025 South Riverpoint Pkwy Phoenix, AZ 85040, and Carnegie Learning, Inc. ("Assignee"), a Pennsylvania Corporation, located at 437 Grant Street Suite 1906 Pittsburgh, PA 15219.

WHEREAS, Assignee is a wholly-owned subsidiary of Assignor, and Assignor wishes to convey, transfer, and assign to Assignee certain intellectual property rights of Assignor that relate to and are currently used as a part of Assignee's business, and wishes to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment In consideration for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with any applications resulting from a request to divide, the goodwill connected with the use of and symbolized thereby and all issuances, extensions, and renewals thereof (the "Trademarks"); with respect to United States intent-to-use trademark applications set forth in Schedule 2 hereto, it is recognized that Assignor's intent to use these trademarks is derived solely from Assignee's intent to use these trademarks based on Assignee's status as a wholly-owned subsidiary of Assignor; Assignee currently operates the portion of the business to which these trademarks pertain, and that business is ongoing and existing;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions Assignor authorizes the Commissioner for Patents and the Commissioner for Trademarks and any other governmental officials to record and register this IP Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto.

3. Counterparts This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

4. Successors and Assigns This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Arizona, without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

APOLLO EDUCATION GROUP, INC.

By: 

Name: Mitch Bowling

Title: Chief Operating Officer

Address for Notices: Apollo Education Group, Inc.
Intellectual Property Counsel
4025 S. Riverpoint Parkway
Mail Stop: CF-K612
Phoenix, AZ 85040

AGREED TO AND ACCEPTED:

CARNEGIE LEARNING, INC.

By: 

Name: Steven Ramef

Title: President

Address for Notices: Carnegie Learning, Inc.
Intellectual Property Counsel
437 Grant Street
Suite 1906
Pittsburgh, PA 15219

Schedule 1

ASSIGNED PATENT APPLICATIONS

TITLE	TYPE	COUNTRY	STATUS	APPLICATION #
Symbolic-to-Natural Language Conversion	Utility	U.S.A.	Pending	13/903,093
Trend Highlighting	Utility	U.S.A.	Pending	13/957,085
Learning Curve Disaggregation by Student Mastery	Utility	U.S.A.	Pending	14/326,327
Adaptive Grammar Instruction for Subject Verb Agreement	Utility	U.S.A.	Pending	14/326,315
Adaptive Grammar Instruction for Prepositions	Utility	U.S.A.	Pending	14/326,313
Adaptive Grammar Instruction for Commas	Utility	U.S.A.	Pending	14/460,167
Adaptive Grammar Instruction for Parallel Structures	Utility	U.S.A.	Pending	14/464,616
Adaptive Grammar Instruction for Pronouns	Utility	U.S.A.	Pending	14/473,519
Multi-Layered Cognitive Tutor	Utility	U.S.A.	Pending	13/875,107
Adaptive Grammar Instruction	Utility	U.S.A.	Pending	14/053,519
Adaptive Grammar Instruction for Run-On Sentences	Utility	U.S.A.	Pending	14/053,517
Connect-the-Nodes	Utility	U.S.A.	Pending	14/252,609
Teaching Students to Recognize and Correct Sentence Fragments	Utility	U.S.A.	Pending	14/305,164
Adaptive Grammar Instruction - Verb Tense	Utility	U.S.A.	Pending	14/456,265
Topic Dependency	Utility	U.S.A.	Pending	14/606,984
Teaching Recommendation System	Utility	U.S.A.	Pending	14/617,215

Schedule 2

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

TITLE	COUNTRY	STATUS	APPLICATION #	REGISTRATION #
Digital Ace (9,35,41,42)	U.S.A.	Allowed	86/386,934	N/A - ITU
CARNEGIE LEARNING (9,16)	U.S.A.	Registered	75/543,929	2485625
MATHia (9,41)	U.S.A.	Registered	85/975,444	4032837
Skillometer (9)	U.S.A.	Registered	85/336,430	4192910
SCHOOLCARE (42)	U.S.A.	Registered	75/652,383	2483080
COGNITIVE TUTOR (9,16)	U.S.A.	Registered	75/652,384	2491747