

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM370540

<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>
IA Parent, Inc.		03/25/2013	CORPORATION: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Interactive Achievement, LLC		
<b>Street Address:</b>	PO Box 3122		
<b>City:</b>	Roanoke		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	24015		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4344110	TRACBOOK LDS	
<b>Registration Number:</b>	4393721	TRACBOOK LONGITUDINAL DATA SYSTEM	
<b>Registration Number:</b>	4097288	ONLINE TEACHER RESOURCE AND ASSESSMENT C	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4043659532		
<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>	4042337000		
<b>Email:</b>	etillman@mmlaw.com		
<b>Correspondent Name:</b>	Morris, Manning & Martin, LLP		
<b>Address Line 1:</b>	3343 Peachtree Road NE		
<b>Address Line 2:</b>	1600 Atlanta Financial Center		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30326		
<b>ATTORNEY DOCKET NUMBER:</b>	30664-107258		
<b>NAME OF SUBMITTER:</b>	Bryan D. Stewart		
<b>SIGNATURE:</b>	/Bryan D. Stewart/		
<b>DATE SIGNED:</b>	01/26/2016		
<b>Total Attachments: 4</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made as of March 25, 2013, by and between IA Parent, Inc., a Virginia corporation ("Assignor"), and Interactive Achievement, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, pursuant to that certain Subscription and Contribution Agreement of even date herewith by and between Assignor and Assignee ("Contribution Agreement"), the parties have agreed that Assignor conveys, transfers and assigns the Assets (as defined in the Contribution Agreement) to Assignee, which Assets include the patents, patent applications, trademarks and domain names owned or used by Assignor set forth on Schedule A attached hereto (the "Intellectual Property").

NOW, THEREFORE, in consideration of the foregoing, the covenants exchanged in the Contribution Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor, for itself and its predecessors in title, if any, hereby conveys, transfers, assigns, delivers, and contributes to Assignee: (a) any and all of Assignor's right, title and interest in and to the Intellectual Property, together with the business to which the Intellectual Property pertains, and all goodwill of the business symbolized by the Intellectual Property; (b) any and all divisions, continuations, requests for continued examination, continuations-in-part, reissues or reexaminations of the patents or patent applications, including any priority documents and applications, thereof, of the Intellectual Property; (c) any and all income, royalties, damages, and payments hereafter due or payable to Assignor with respect to the Intellectual Property, including without limitation, damages and payments for past or future infringements and misappropriations of the Intellectual Property; and (d) any and all rights to sue for past, present and future infringements or misappropriations of the Intellectual Property.

2. Miscellaneous.

(a) In furtherance of the Agreement, Assignor acknowledges that, from this date forward, the Assignee has succeeded to any and all of Assignor's right, title, and standing to: (i) receive all rights and benefits pertaining to the Intellectual Property; (ii) institute and prosecute all suits and proceedings and take all actions that the Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to the Intellectual Property; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as the Assignee, in its sole discretion, deems advisable. Assignor agrees that it shall not contest or challenge Assignee's sole ownership and or rights in the Intellectual Property, that it shall not infringe or misappropriate Assignee's rights in the Intellectual Property, and that it shall not take any action inconsistent with Assignee's sole ownership of or rights in the Intellectual Property.

(b) Assignor hereby covenants and agrees to promptly do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such other and further acts, assignments, transfers, filings, assurances and instruments as Assignee may reasonably request in order to effectuate and perfect the assignment contemplated by this Agreement and to otherwise secure in Assignee's name the Intellectual Property. In the event that, after reasonably diligent efforts, Assignee has not secured Assignor's signature on any document needed to accomplish any of the purposes set

forth in this Section 2(b), Assignor hereby appoints any and all officers of Assignee as its attorney-in-fact for the sole purposes of doing any of the acts of Assignor called for by this Section 2(b).

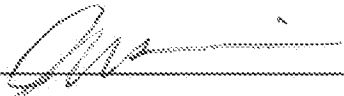
(c) This Agreement shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of Delaware without regard for its conflict of interest laws. This Agreement may be executed in counterparts and by facsimile, each of which shall be deemed an original and all of which together shall constitute one and the same document. In the event any provision of this Agreement or portion hereof is finally determined by a court of competent jurisdiction to be void, unenforceable, invalid or otherwise contrary to law or equity, the parties agree to reform (or as necessary, authorize such tribunal to reform) this Agreement to the extent necessary to cure (or, if necessary, delete) such offending term, or portion thereof, and that the remainder of this Agreement that can be given effect without the benefit of such term shall be given effect.

*[Signatures appear on the following page.]*

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the date first set forth above.

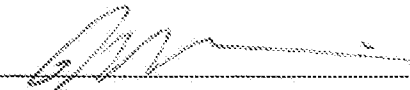
**ASSIGNOR:**

IA Parent, INC.:

By:   
Jonathan Hagmaier, CEO

**ASSIGNEE:**

INTERACTIVE ACHIEVEMENT, LLC:

By:   
Jonathan Hagmaier, CEO of IA Parent, Inc.,  
which is the Managing Member of Interactive Achievement, LLC

SCHEDULE A

INTELLECTUAL PROPERTY

U.S. Trademark Application Serial Number 85/661,256 filed on June 26, 2012

U.S. Trademark Application Serial Number 85/667,611 filed on July 3, 2012

U.S. Trademark Registration Number 4,097,288 filed on January 30, 2011

U.S. Copyright Registration TX0007294634 for IA Web Application

U.S. Copyright Registration TX0007294654 for IScan

U.S. Copyright Registration TX0007297437 for ITest