

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM380349

<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>
TutorVista Global, LLC		12/30/2015	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NCS Pearson, Inc.		
<b>Street Address:</b>	330 Hudson Street		
<b>Internal Address:</b>	Legal Department		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013-1048		
<b>Entity Type:</b>	Corporation: MINNESOTA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3787346	TUTORVISTA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	christine.docherty@pearson.com		
<b>Correspondent Name:</b>	Alisa Key		
<b>Address Line 1:</b>	330 Hudson Street		
<b>Address Line 2:</b>	Legal Department		
<b>Address Line 4:</b>	New York, NEW YORK 10013-1048		
<b>ATTORNEY DOCKET NUMBER:</b>	TUTORVISTA ASSIGNMENT		
<b>NAME OF SUBMITTER:</b>	Alisa Key		
<b>SIGNATURE:</b>	/Alisa Key/		
<b>DATE SIGNED:</b>	04/12/2016		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment Agreement"), dated as of December ~~30~~<sup>31</sup>, 2015, is made and entered into by and between TutorVista Global, LLC, a Delaware limited liability company ("Assignor"), and NCS Pearson, Inc., a Minnesota corporation ("Assignee").

### RECITALS

WHEREAS, Assignor and Smarthinking, Inc., a Delaware corporation and wholly-owned subsidiary of Assignee ("Smarthinking"), together with Pearson India Education Services Private Limited (formerly known as TutorVista Global Private Limited), a company incorporated under the laws of India ("Pearson India Education Services"), were parties to that certain Membership Interest Purchase Agreement, dated as of February 18, 2013 (the "Purchase Agreement"), providing for, among other things, the sale, transfer, assignment and delivery by Pearson India Education Services of 100% of the member interests of the Assignor (the "Transaction") to Smarthinking;

WHEREAS, following the Transaction, Smarthinking intended to dissolve the Assignor by filing a Certificate of Cancellation with Secretary of State of the State of Delaware (the "Dissolution"); and

WHEREAS, in contemplation of the Dissolution, which shall occur on the date hereof, but prior to the Dissolution, Assignor desires to assign all right, title and interest in and to the Trademark set forth on Schedule A hereto (the "Trademark") to Assignee.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, conveys, assigns and transfers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, free and clear of any and all liens, liabilities or other restrictions, all of Assignor's right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, including the right to sue for and receive all damages from past infringements of the Trademark, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.
2. All rights and privileges in the Trademark will be held and enjoyed by Assignee and its successors and assigns.
3. Assignor agrees to complete, execute, notarize and/or legalize (as necessary) and deliver at any future date any additional documents that Assignee reasonably determines are necessary to perfect Assignee's ownership of the Trademark.

4. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademark or his or her designee to record this Assignment Agreement.

5. This Assignment Agreement will be binding from and after its execution upon Assignor, Assignee and their respective successors and assigns.

6. This Assignment Agreement may not be amended or waived except in a writing executed by the party against which such amendment or waiver is sought to be enforced. No course of dealing between or among any persons having any interest in this Assignment Agreement will be deemed effective to modify or amend any part of this Assignment Agreement or any rights or obligations of any person under or by reason of this Assignment Agreement.

7. This Assignment Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of facsimile or an attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

8. This Assignment Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware (without giving effect to the principles of conflicts of laws thereof).

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement effective as of the date first above written.

ASSIGNOR:

TUTORVISTA GLOBAL, LLC

By: Smarthinking, Inc., its sole member

By: 

Name: DANIEL J. DEVOE

Title: SECRETARY

ASSIGNEE:

NCS PEARSON, INC.

By: 

Name: DANIEL J. DEVOE

Title: SECRETARY

**SCHEDULE A**

<b>Country</b>	<b>Trademark</b>	<b>Registration No.</b>
United States	TUTORVISTA (in block letters)	3787346