

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM424481

<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>
Pearson Education, Inc.		04/07/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pearson plc		
<b>Street Address:</b>	80 Strand		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	WC2R 0RL		
<b>Entity Type:</b>	Public Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4708487	ALWAYS LEARNING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9526813066		
<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>	952-681-3000		
<b>Email:</b>	docket.trademarks@pearson.com		
<b>Correspondent Name:</b>	Paul Mussell, Esq./Pearson Legal Dept.		
<b>Address Line 1:</b>	5601 Green Valley Drive		
<b>Address Line 4:</b>	Bloomington, MINNESOTA 55437		
<b>NAME OF SUBMITTER:</b>	Paul Mussell		
<b>SIGNATURE:</b>	/Paul Mussell/		
<b>DATE SIGNED:</b>	04/20/2017		
<b>Total Attachments: 3</b>			
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OP \$40.00 4708487

## U.S. TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made this 7<sup>th</sup> day of April, 2017 (the "*Effective Date*"), by and between Pearson Education, Inc., a Delaware corporation, with its principal place of business at 330 Hudson Street, New York City, NY 10013 U.S.A. ("*Assignor*"), and Pearson plc, a United Kingdom public limited company, with its principal place of business at 80 Strand, London WC2R 0RL United Kingdom ("*Assignee*").

WHEREAS, Assignor has adopted, used, and is using the trademarks set forth on the attached Schedule ("*Trademarks*") for which it owns the registrations or applications to register (collectively, "*Registrations*"), the details of which also are set forth on the attached Schedule;

WHEREAS, Assignor does hereby assign to Assignee all right, title and interest in and to the Trademarks in the United States, together with the goodwill associated with the Trademarks; and


WHEREAS, Assignor and Assignee desire to memorialize the transfer of the Trademarks and Registrations from Assignor to Assignee;

NOW THEREFORE, in consideration of one U.S. dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor confirms its assignment to Assignee of all rights, title and interest in and to the Trademarks and the Registrations, together with the goodwill of the business which is symbolized thereby and with the right to recover for damages and profits and all other remedies for past infringements thereof, effective as of the date first listed above.

*[Signature Page Follows]*

ASSIGNOR

PEARSON EDUCATION, INC.


By:  \_\_\_\_\_

Name: Paul W. Mussell, Esq.

Title: Attorney in Fact

ASSIGNEE

PEARSON PLC

By:  \_\_\_\_\_

Name: GRAEME BALDWIN

Title: DEPUTY GC

SCHEDULE

U.S. Trademark Registration Number	Trademark
4,708,487	ALWAYS LEARNING