

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430571

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2015		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KCP Technologies, Inc.		12/31/2015	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	McGraw-Hill School Education, LLC		
Street Address:	Two Penn Plaza		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10121		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1997870	DYNAMIC GEOMETRY	
Registration Number:	3526489	THE GEOMETER'S SKETCHPAD	
Registration Number:	2094130	THE GEOMETER'S SKETCHPAD	
Registration Number:	3798004	SKETCHPAD	
Registration Number:	3958750	HOT TEXT	
Registration Number:	4951066	WEB SKETCHPAD	
CORRESPONDENCE DATA			
Fax Number:	9142880023		
<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:	9142880022		
Email:	tmdocket@leasonellis.com		
Correspondent Name:	Karin Segall		
Address Line 1:	One Barker Avenue, Fifth Floor		
Address Line 4:	White Plains, NEW YORK 10601		
NAME OF SUBMITTER:	Michelle Levin		
SIGNATURE:	/michelle levin/		
DATE SIGNED:	06/08/2017		

OP \$165.00 1997870

Total Attachments: 7

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Secretary of State
State of California KM

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EFFECTIVE
DATE

DEC 31 2015

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of December 31, 2015 by and between KCP Technologies, Inc., a California corporation (the "Corporation"), and McGraw-Hill School Education LLC, a Delaware limited liability company (the "LLC" or, after the Effective Date (as defined in Article V hereof), the "Surviving Company").

WHEREAS, the Corporation is a corporation formed and validly existing under the laws of the State of California;

WHEREAS, the LLC is a limited liability company formed and validly existing under the laws of the State of Delaware;

WHEREAS, each of the Corporation and the LLC is wholly owned by McGraw-Hill School Education Holdings, LLC, a Delaware limited liability company (the "Parent");

WHEREAS, the Delaware Limited Liability Company Act (the "LLC Act") and the California Corporations Code (the "CCC") each permits a corporation incorporated and existing under the CCC to merge with and into a limited liability company organized and existing under the LLC Act;

WHEREAS, the sole shareholder of the Corporation and the sole member of the LLC have duly authorized the merger of the Corporation with and into the LLC pursuant to the terms of this Agreement (the "Merger"); and

WHEREAS, all other conditions precedent to the Merger have been, or prior to the Effective Date will be, satisfied or validly waived;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed that, in accordance with the LLC Act and the CCC, the Corporation shall be, and hereby is, on the Effective Date, merged with and into the LLC, with the LLC to be the Surviving Company. The mode of carrying the Merger into effect shall be as follows:

**ARTICLE I
MERGER**

On the Effective Date, the Corporation shall be merged with and into the LLC, the separate existence of the Corporation shall cease, the LLC shall continue in existence as the Surviving Company, and the Merger shall in all respects have the effects provided for by the LLC Act and the CCC.

Prior to the Effective Date, the Corporation and the LLC shall take all such action as shall be necessary or appropriate in order to effectuate the Merger. If at any time after the Effective Date, the LLC shall consider or be advised that any further assignments, conveyances or assurances in law are necessary or desirable to carry out the provisions hereof, the proper former shareholders, directors, officers or other agents of the Corporation shall execute and deliver any and all proper deeds, assignments

and assurances in law, and do all such additional things necessary or proper to carry out the provisions hereof.

ARTICLE II TERMS OF MERGER

On the Effective Date, (i) all of the issued and outstanding shares of capital stock of the Corporation that were issued and outstanding immediately prior to the Effective Date, by virtue of the Merger and without any action on the part of any person, shall be cancelled and retired without consideration; and (ii) the one hundred percent (100%) membership interest of the LLC held by the Parent immediately prior to the Effective Date shall remain outstanding from and after the Effective Date and the Parent, as the sole member of the LLC immediately prior to the Effective Date, shall continue as the sole member of the Surviving Company from and after the Effective Date.

ARTICLE III CERTIFICATE OF FORMATION AND LIMITED LIABILITY COMPANY AGREEMENT

On and after the Effective Date, and until thereafter amended as provided by law, the Certificate of Formation and Limited Liability Company Agreement of the LLC as in effect immediately prior to the Effective Date shall be the Certificate of Formation and Limited Liability Company Agreement of the Surviving Company.

ARTICLE IV OFFICERS

On and after the Effective Date, and until resignation or removal in accordance with applicable law, the officers of the Surviving Company shall be the same as the officers of the LLC immediately prior to the Effective Date.

ARTICLE V EFFECTIVE DATE

A certificate of merger evidencing the Merger shall be filed in the Office of the Secretary of the State of the State of Delaware pursuant to the applicable requirements of the LLC Act (the "Delaware Certificate of Merger") and a certificate of merger evidencing the Merger shall be filed in the Office of the Secretary of State of the State of California pursuant to the applicable requirements of the CCC (the "California Certificate of Merger," and together with the Delaware Certificate of Merger, the "Certificates of Merger") prior to the date that the Merger will become effective. The Merger shall become effective on December 31, 2015 (the "Effective Date").

ARTICLE VI**TERMINATION**

At any time prior to the Effective Date, either the sole shareholder of the Corporation or the sole member of the LLC may terminate and abandon this Agreement.

**ARTICLE VII
AMENDMENTS**

At any time prior to the Effective Date, the sole shareholder of the Corporation and the sole member of the LLC may amend, modify or supplement this Agreement in such manner as they jointly may determine to the fullest extent permitted by applicable law.

**ARTICLE VIII
GOVERNING LAW**

This agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.


**ARTICLE IX
MISCELLANEOUS**

This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

(Signature page follows)

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

KCP Technologies, Inc.,
a California Corporation

By:  _____

Name: Patrick Milano

Title: Executive Vice President & CFO

By:  _____

Name: David Stafford

Title: Senior Vice President,
General Counsel & Secretary

McGraw-Hill School Education LLC,
a Delaware Limited Liability company

By:  _____

Name: Patrick Milano

Title: Manager

KCP TECHNOLOGIES, INC.
CERTIFICATE OF APPROVAL
OF
AGREEMENT AND PLAN OF MERGER

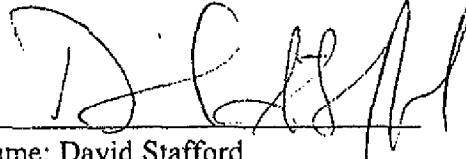
David B. Stafford certifies that:

1. He is the Senior Vice President, General Counsel and Secretary of KCP Technologies, Inc., a California corporation (the "Corporation").
2. The principal terms of the Agreement in the form attached were duly approved by the board of directors and by the shareholders of the corporation by a vote that equaled or exceeded the vote required.
3. The shareholder approval was by the holder of 100% of the outstanding shares of common stock of the Corporation.
4. There is only one class of shares of the Corporation and the number of shares outstanding is 250,000.

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in the certification are true and correct of my own knowledge.

[Signature page follows]

KCP TECHNOLOGIES, INC.

By: 
Name: David Stafford
Title: Senior Vice President
General Counsel & Secretary

By: 
Name: Patrick Milano
Title: Executive Vice President, CFO



**State of California
Secretary of State**

OBE MERG

Certificate of Merger

(California Corporations Code sections 1113(g), 3203(g), 6019.1, 8019.1, 9640, 12540.1, 15911.14, 16915(b) and 17710.14)

IMPORTANT — Read all instructions before completing this form.

This Space For Filing Use Only

1. NAME OF SURVIVING ENTITY MCGRAW-HILL SCHOOL EDUCATION LLC	2. TYPE OF ENTITY Limited Liability Company	3. CA SECRETARY OF STATE FILE NUMBER 201307410135	4. JURISDICTION DELAWARE
5. NAME OF DISAPPEARING ENTITY KCP TECHNOLOGIES, INC.	6. TYPE OF ENTITY Corporation	7. CA SECRETARY OF STATE FILE NUMBER C1998793	8. JURISDICTION CALIFORNIA

9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED. (IF A VOTE WAS REQUIRED, SPECIFY THE CLASS AND THE NUMBER OF OUTSTANDING INTERESTS OF EACH CLASS ENTITLED TO VOTE ON THE MERGER AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS. ATTACH ADDITIONAL PAGES, IF NEEDED.)

SURVIVING ENTITY			DISAPPEARING ENTITY		
CLASS AND NUMBER	AND	PERCENTAGE VOTE REQUIRED	CLASS AND NUMBER	AND	PERCENTAGE VOTE REQUIRED
100 Membership Interest Units		100%	250,000 Common Stock		51%

10. IF EQUITY SECURITIES OF A PARENT PARTY ARE TO BE ISSUED IN THE MERGER, CHECK THE APPLICABLE STATEMENT.

No vote of the shareholders of the parent party was required. The required vote of the shareholders of the parent party was obtained.

11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, PROVIDE THE REQUISITE CHANGES (IF ANY) TO THE INFORMATION SET FORTH IN THE SURVIVING ENTITY'S ARTICLES OF ORGANIZATION, CERTIFICATE OF LIMITED PARTNERSHIP OR STATEMENT OF PARTNERSHIP AUTHORITY RESULTING FROM THE MERGER. ATTACH ADDITIONAL PAGES, IF NECESSARY.
None

12. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, AND THE SURVIVING ENTITY IS NOT A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PRINCIPAL ADDRESS OF THE SURVIVING ENTITY.

PRINCIPAL ADDRESS OF SURVIVING ENTITY CITY AND STATE ZIP CODE

13. OTHER INFORMATION REQUIRED TO BE STATED IN THE CERTIFICATE OF MERGER BY THE LAWS UNDER WHICH EACH CONSTITUENT OTHER BUSINESS ENTITY IS ORGANIZED. ATTACH ADDITIONAL PAGES, IF NECESSARY.

N/A

14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN OTHER BUSINESS ENTITY IS AUTHORIZED TO EFFECT THE MERGER.

N/A

15. FUTURE EFFECTIVE DATE, IF ANY

12 - 31 - 2015
(Month) (Day) (Year)

16. ADDITIONAL INFORMATION SET FORTH ON ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE.

17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY DATE

Patrick Milano, Manager
TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY DATE

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE

Patrick Milano, Executive VP, CFO
TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE

David Stafford, Sr. VP, General Counsel
TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing: