

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437961

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
School Improvement Network, LLC		07/17/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Frontline Technologies Group LLC		
Street Address:	1400 Atwater Dr		
City:	Malvern		
State/Country:	PENNSYLVANIA		
Postal Code:	19355		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4468558	SCHOOL IMPROVEMENT NETWORK	
Registration Number:	2585696	SCHOOL IMPROVEMENT NETWORK	
Registration Number:	4796432	EDIVATE	
Registration Number:	4258209	LIVEBOOK	
Registration Number:	4693052	COMMON CORE 360	
Registration Number:	4553060	GAGE	
Registration Number:	4135943	LEARNING 360° FRAMEWORK	
Registration Number:	4143423	OBSERVATION 360	
Registration Number:	4300157	PD 360	
Registration Number:	4285045	PROOF OF IMPACT	
Registration Number:	3589450	APPLIED DIFFERENTIATION MAP	
Serial Number:	86339910	GLOBAL ZEAL	
Registration Number:	4617918	EQUITY 101	
Registration Number:	4430789		
Registration Number:	4284899	VIDEO JOURNAL OF EDUCATION	
Registration Number:	2080890	THE LPD VIDEO JOURNAL OF EDUCATION	
CORRESPONDENCE DATA			
Fax Number:	2028427899		

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TRADEMARK

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.

Phone: 202-728-7021
Email: trademarks@cooley.com, cfountain@cooley.com
Correspondent Name: Cheryl Fountain
Address Line 1: 1299 Pennsylvania Avenue, NW, Ste 700
Address Line 2: Cooley LLP
Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	328437-113
NAME OF SUBMITTER:	Cheryl Fountain/SR TM Paralegal
SIGNATURE:	/cheryllfountain/
DATE SIGNED:	08/04/2017

Total Attachments: 14

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the “**Assignment**”) is made and entered into as of July 17, 2017, by and between (i) **FRONTLINE TECHNOLOGIES GROUP LLC**, a Delaware limited liability company (the “**Assignee**”) and (ii) **SCHOOL IMPROVEMENT NETWORK, LLC**, a Delaware limited liability company (the “**Assignor**”). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in that certain Asset Purchase Agreement, dated as of the date hereof, entered by and between the Assignee, as the Purchaser, and the Assignor, as the Seller (the “**Purchase Agreement**”).

RECITALS

WHEREAS, the Assignor and the Assignee are parties to the Purchase Agreement, pursuant to which the Assignor has agreed to assign to Assignee the Company Intellectual Property Assets owned, purported to be owned or licensed by the Assignor (including without limitation all of the Assignor’s Intellectual Property Rights in and related to the Business, Company Products and the Business Platform) to Assignee, and Assignee has agreed to accept such assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Assignor and Assignee hereby agree as follows:

1. Sale, Transfer, Assignment, Delivery and Conveyance. The Assignor does hereby absolutely, unconditionally and irrevocably sell, transfer, assign, deliver and otherwise convey to Assignee, and Assignee does hereby purchase, acquire and accept from the Assignor, all of the Assignor’s rights, title and interest, throughout the world, in, to and under the Company Intellectual Property Assets owned, purported to be owned or licensed by the Assignor, including without limitation (i) all of the Assignor’s Intellectual Property Rights in and related to the Business, Company Products and Business Platform (except for that Intellectual Property and those Intellectual Property Rights set forth on Schedule 2.2(g) to the Purchase Agreement), (ii) all of the patents and patent applications identified on **Schedule A** hereto, (iii) all of the registered trademarks identified on **Schedule B** hereto, (iv) all of the unregistered trademarks identified on **Schedule C** hereto and (v) all of the domain names identified on **Schedule D** hereto, together with all rights of action and defenses accrued, accruing and to accrue in respect of such Company Intellectual Property Assets, including without limitation the right to sue or otherwise recover for past infringement and to receive all damages, payments, costs and fees associated therewith and to fully and entirely stand in the place of the Assignor in all matters related to all of the foregoing (collectively, the “**Assigned IP**”), in each case free and clear of any Liens (other than Permitted Liens). The Assignor hereby waives any moral rights, or rights equivalent thereto, that the Assignor may have in or to the Assigned IP worldwide and any such rights in or to any underlying works which exclusively or primarily relate to the Assigned IP, in each case without compensation or the need for further action by any Person. To the extent that the foregoing waiver is ineffective under applicable law, the Assignor agrees that it shall not assert such moral rights against Assignee or any other Person. This foregoing assignment is intended to be an absolute assignment and not by way of security.

2. Power of Attorney. The Assignor hereby constitutes and appoints the Assignee as the true and lawful agent and attorney-in-fact of the Assignor, with full power of substitution and resubstitution, in whole or in part, in the name and stead of the Assignor but on behalf and for the benefit of Assignee and its successors and assigns, from time to time to institute and prosecute, in the name of the Assignor or otherwise, any and all proceedings at law, in equity or otherwise, that Assignee or its successors and assigns may deem proper to obtain, apply for, register and otherwise secure Assignee's rights in the Assigned IP. Without limitation of the foregoing, the Assignor agrees to execute, without cost to Assignee, any and all documents deemed necessary by Assignee to obtain and enforce copyrights, patents, trademarks and trade secrets in the Assigned IP, including specific assignments of such Assigned IP for particular products or developments, and agrees to execute all lawful papers, make all rightful oaths and generally do everything reasonably required or necessary to aid Assignee, its successors and assigns in obtaining and enforcing its rights in and to the Assigned IP in the United States and throughout the world.

3. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute one and the same document.

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

5. Further Assurances. The Assignor agrees (at no cost to Assignee) to: (i) cooperate with Assignee in taking any action which Assignee reasonably requests to perfect or enforce Assignee's rights hereunder and (ii) execute, when requested, any other documents reasonably requested by Assignee in connection therewith.

6. Entire Agreement. This Assignment is made pursuant to the Purchase Agreement and is subject to the terms thereof. Nothing contained in this Assignment shall be construed to enlarge, limit, modify or alter the rights of the Assignor or the Assignee under the Purchase Agreement. This Assignment is made solely for the purpose of separately evidencing and effectuating certain of the Transactions and, in the event of any conflict or inconsistency between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

7. Miscellaneous. This Assignment, and any and all disputes directly or indirectly arising out of or relating to this Assignment, will be governed by and construed in accordance with the laws of the State of Delaware, without reference to the choice of law rules thereof. If any provision of this Assignment is held unenforceable by a court of competent jurisdiction, the other provisions will remain in full force and effect. If legally permitted, the unenforceable provision will be replaced with an enforceable provision that as nearly as possible gives effect to the parties' intent. A waiver of rights under this Assignment will not be effective unless it is in writing and signed by an authorized representative of the party that is waiving the rights. This Assignment may not be amended unless the amendment is in writing and signed by authorized representatives of both parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ASSIGNEE:

FRONTLINE TECHNOLOGIES GROUP LLC

By: Paula Olson
Name: Paula Olson
Title: CFO

ASSIGNOR:

SCHOOL IMPROVEMENT NETWORK, LLC

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.


ASSIGNEE:

FRONTLINE TECHNOLOGIES GROUP LLC

By: _____
Name:
Title:

ASSIGNOR:

SCHOOL IMPROVEMENT NETWORK, LLC

By:  _____
Name: Chet D. Linton
Title: CEO & President

Signature Page to Intellectual Property Assignment

SCHEDULE A

Patents

Title	Application No.	Patent No.	Jurisdiction
Method and System for Accessing Multimedia Data in an Interactive Format Having Reporting Capabilities	09/400,940	6,282,404	United States
Method and System for Accessing and Interchanging Multimedia Data in an Interactive Format Professional Development Platform	09/666,648	6,496,681	United States
System for professional development training and assessment	09/945,246	n/a	United States
System for Professional Development Training, Assessment, and Automated Follow-Up	12/776,161	n/a	United States
Automatic Determination of User Alignments and Recommendations for Electronic Resources	13/572,914	8,483,606	United States
Automatic Determination of User Alignments and Recommendations for Electronic Resources	13/910,966	n/a	United States
Automatic Determination of User Alignments and Recommendations for Electronic Resources	PCT/US2012/050140	n/a	International
Automatic Determination of User Alignments and Recommendations for Electronic Resources	2844903	n/a	Canada
Management of Professional Development Plans and User Portfolios	13/708,325	8,751,408	United States
Management of Professional Development Plans and User Portfolios	14/263,898	n/a	United States
Management of Professional Development Plans and User Portfolios	PCT/US2012/068554	n/a	International
Management of Professional Development Plans and User Portfolios	2858687	n/a	Canada
Prescription of Electronic Resources Based on Observational Assessments	13/570,839	9,262,746	United States
Prescription of Electronic Resources Based on Observational Assessments	14/988,637	n/a	United States
Prescription of Electronic Resources Based on Observational Assessments	PCT/US2012/050079	n/a	International
Prescription of Electronic Resources Based on Observational Assessments	2844899	n/a	Canada
Educator Effectiveness	13/721,461	9,575,616	United States
Educator Effectiveness	15/402,004	n/a	United States
Educator Effectiveness	PCT/US2013/039819	n/a	International
Management and Provision of Interactive Content	PCT/US2012/048740	n/a	International

Title	Application No.	Patent No.	Jurisdiction
Apparatus and Method Providing Computer-Implemented Environment for Improved Educator Effectiveness	13/840,764	9,672,579	United States
Apparatus and Method Providing Computer-Implemented Environment for Improved Educator Effectiveness	13/967,003	n/a	United States
Secure Evidence Collection and Management	61/946,642	n/a	United States

SCHEDULE B

Registered Trademarks

Trademark	Serial/ Application No.	Reg. No.	Jurisdiction
SCHOOL IMPROVEMENT NETWORK	85,516,658	4,468,558	United States
SCHOOL IMPROVEMENT NETWORK	75,563,186	2,585,696	United States
EDIVATE	86,295,429	4,796,432	United States
LIVEBOOK	85,172,556	4,258,209	United States
COMMON CORE 360	85,983,351	4,693,052	United States
GAGE	85,934,712	4,553,060	United States
LEARNING 360° FRAMEWORK	77,937,234	4,135,943	United States
OBSERVATION 360	85,106,450	4,143,423	United States
PD 360	85,516,670	4,300,157	United States
PROOF OF IMPACT	85,515,586	4,285,045	United States
APPLIED DIFFERENTIATION MAP	78,796,128	3,589,450	United States
GLOBAL ZEAL	86,339,910	N/A	United States
Equity 101	85,560,201	4,617,918	United States
[Design]	85,516,661	4,430,789	United States
Video Journal of Education	85,490,055	4,284,899	United States
THE LPD VIDEO JOURNAL OF EDUCATION	75,046,365	2,080,890	United States
Classroom Proven	0772474	TMA480289	Canada
Research Based	0772473	TMA473684	Canada
The LPD Video Journal of Education	0814064	TMA494854	Canada

SCHEDULE C

Unregistered Trademarks

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SCHEDULE D

Domain Names

COMMONCOREFAQ.COM
COMMONCORESTANDARDSFACTS.COM
EVIDENCE-360.COM
LEOSYSTEMS.COM
SCHOOLIMPROVEMENT.NET
LIVBUK.COM
SINET-WEB.COM
LUMIBOOK.COM
CCM-LUMIBOOK.COM
CCM2LUMIBOOK.COM
SIIS2014.COM
CA-SB77-RESOURCES.COM
CA-SB77.COM
CALIFORNIA-EDUCATION-PROFESSIONAL-DEVELOPMENT.COM
CALIFORNIA-PD-EDUCATION-FINANCE-BILL.COM
CALIFORNIA-SB77-2015.COM
CALIFORNIA-SB77.COM
CALIFORNIASB77.COM
CASB77.COM
EDUCATION-OMNIBUS-TRAILER-BILL-SB77-CALIFORNIA.COM
EDUCATION-OMNIBUS-TRAILER-BILL.COM
EDUCATIONOMNIBUSTRAILERBILL.COM
WHAT-IS-CA-SB77.COM
WHAT-IS-CALIFORNIA-SB77.COM
WHAT-IS-SB77.COM
VIDEOJOURNAL.NET
VIDEOJOURNAL.ORG
MAKE100PERCENTHAPPEN.ORG
SIIS2013.CO
MAKE100PERCENTHAPPEN.COM
SIIS2013.COM
EDIVATION-CALIFORNIA.COM
PD360.CO
CLASSROOM-MANAGEMENT-LUMIBOOK.COM
LEOTRAININGSYSTEMS.COM
RICK-SMITH-EBOOK.COM
LEOTRAININGNETWORK.COM
EDUCATOR-EFFECTIVENESS-SYSTEM.COM
EDUCATOR-EFFECTIVENESS-SYSTEM.ORG
EDUCATOREFFECTIVENESSSYSTEM.COM
EDUCATOREFFECTIVENESSSYSTEM.ORG
EES360.ORG
LEOTN.COM

SIIS2015.COM
WHATISCOMMONCORE.ORG
WHATSCOMMONCORE.COM
EDSYNC360.COM
PD360.NET
PD360.ORG
LEO-SOLUTIONS.COM
WHAT-IS-COMMON-CORE.ORG
CC360VIDEOS.COM
AVVIDREADER.COM
AVVIDREADER.NET
AVVIDREADER.ORG
FREE-LUMIBOOK.COM
FREELUMIBOOK.COM
RIVVETED.COM
RIVVETED.NET
RIVVETED.ORG
VEEBUK.COM
ESCHOOL-LUMIBOOK.COM
BATTELLE-LUMIBOOK.COM
COMMONCORE-LUMIBOOK.COM
DAVID-HYERLE-LUMIBOOK.COM
MAPPING-TO-THE-CORE.COM
SIXDRIVERS.COM
5HIGHEST.COM
BATTELLEGLOBALSTUDY.COM
MYPDONLINE.COM
MYPDONLINE.NET
MYPDONLINE.ORG
SIIS2012.COM
CALIFORNIA-EDUCATOR-EFFECTIVENESS-FUNDING-PROGRAM.COM
EDUCATOR-EFFECTIVENESS-FUNDING-PROGRAM-CALIFORNIA.COM
6DRIVERS.COM
BATTELLE6DRIVERS.COM
SINETCAREERS.COM
EDUCATORCLOUD.COM
CORWIN-SINET.COM
CORWIN-SINET.NET
CORWIN-SINET.ORG
SINET-HOLDINGS.COM
SINETHOLDINGS.COM
BATTELLE-TIE.COM
PREDICTORS-OF-SUCCESS.COM
LIVEBOOKPD.COM
LIVEBOOK360.COM
LIVEBOOK360.NET

LIVEBOOK360.ORG
LIVEBOOKS360.COM
LIVEBOOKS360.NET
LIVEBOOKS360.ORG
PD360RESOURCES.COM
INTASC-STANDARDS.COM
EVALUATION-SUPPORT-SYSTEM.COM
T-PESS.COM
T-PESS.ORG
T-TESS.COM
T-TESS.INFO
T-TESS.NET
T-TESS.ORG
TEXAS-EVALUATION-SUPPORT-SYSTEM.COM
TEXAS-PRINCIPAL-EVALUATION-SUPPORT-SYSTEM.COM
TEXAS-PRINCIPAL-EVALUATION.COM
TEXAS-TEACHER-EVALUATION-SUPPORT-SYSTEM.COM
TEXAS-TEACHER-EVALUATION.COM
EDIVATE.IN
INTASC-GUIDE.COM
STUDENT-CENTERED-LEARNING-BLOG.COM
STUDENTCENTEREDLEARNINGBLOG.COM
SCHOOL-IMPROVEMENT-SYSTEM.COM
SCHOOLIMPROVEMENTSYSTEM.COM
INTASC-EBOOK.COM
INTASC-HELP.COM
JM-CORE-LEARNING.COM
MCTIGHE-LUMIBOOK.COM
CORE-ASSESSMENTS.COM
HOUHOKU.COM
CORE-ASSESSMENTS.COM
HIGHQUALITYTEACHING.COM
PD360.COM
EDUCATOR-EFFECTIVENESS.COM
COMMON-CORE-ASSESSMENT.COM
PROFESSIONAL-DEVELOPMENT.COM
COMMON-CORE-ANSWERS.COM
LEARNINGFRAMEWORK360.COM
MYLEARNING360.COM
STRATEGIES-IN-TEACHING.COM
STRATEGIESINTEACHING.COM
TEACHSTREAM.COM
TEACHSTREAM.NET
TEACHSTREAM.ORG
EDIVATELEARN.COM
EDIVATELEARN.NET

COMMON-CORE-SOLUTIONS.COM
EDIVATE-TRIAL.COM
FRAMEWORK-FOR-TEACHERS.COM
TEACHER-EFFECTIVENESS-FRAMEWORK.COM
TEACHER-FRAMEWORK.COM
TEACHING-FRAMEWORK.COM
COMMONCORE-SUCCESS.COM
EDIVATE-OBSERVE.COM
SCHOOL-IMPROVEMENT-NETWORK.COM
LUMIBOOK.INFO
LUMIBOOK.NET
LUMIBOOK.ORG
SCHOOLIMPROVEMENTSTORE.COM
SINETCONNECT.COM
SUMMITFORCOURAGEOUSCONVERSATION.COM
EDIVATE-DIFFERENCE.COM
EDVOLUTION-360.COM
EDVOLUTION360.COM
EDUCATIONZEAL.ORG
GLOBALLEARNED.INFO
GLOBALLEARNED.ORG
ZEALFORED.ORG
ZEALLEARN.NET
ZEALLEARN.ORG
RICKSMITH-LUMIBOOK.COM
SCHOOLIMPROVEMENT.COM
OBSERVATION-360.COM
SCHOOLIMPROVEMENT.ORG
COMMON-CORE-STANDARDS-CALIFORNIA.COM
COMMON-CORE-STANDARDS-COLORADO.COM
COMMON-CORE-STANDARDS-FLORIDA.COM
COMMON-CORE-STANDARDS-GEORGIA.COM
COMMON-CORE-STANDARDS-ILLINOIS.COM
COMMON-CORE-STANDARDS-MARYLAND.COM
COMMON-CORE-STANDARDS-MASSACHUSETTS.COM
COMMON-CORE-STANDARDS-MICHIGAN.COM
COMMON-CORE-STANDARDS-MISSOURI.COM
COMMON-CORE-STANDARDS-NEW-JERSEY.COM
COMMON-CORE-STANDARDS-NEW-YORK.COM
COMMON-CORE-STANDARDS-OHIO.COM
COMMON-CORE-STANDARDS-PENNSYLVANIA.COM
COMMON-CORE-STANDARDS-VIRGINIA.COM
COMMON-CORE-STANDARDS-WASHINGTON.COM
WHAT-ARE-THE-COMMON-CORE-STATE-STANDARDS.COM
WHATARETHECOMMONCORESTATESTANDARDS.COM
RICK-SMITH-LUMIBOOK.COM

EDIVATE.BIZ
EDIVATE.INFO
EDIVATE.NET
EDIVATE.ORG
FREEAMAZONCARD4U.NET
FREESTARBUCKSCARD4YOU.COM
ONDEMANDPD.COM
ONDEMANDPD.NET
ONDEMANDPD.ORG
OBSERVATION360.COM
ED-CONNECT.ORG
INTASC-LUMIBOOK.COM
COMMONCORE360.COM
COMMONCORE360.NET
COMMONCORE360.ORG
ASCDPD360.COM
IDEAPD360.COM
INFOCUSPD360.COM
NSDCPD360.COM
PD360INFOCUS.COM
STIMULUSPD360.COM
EDINNOVATIONSUMMIT.COM
EDIVATE-REVIEW.COM
EDIVATEREVIEW.COM
EDIVATECENTER.COM
EDIVATEOBSERVE.COM
VIDEOJOURNAL.COM
SINETHQ.COM
STRATEGYOFTHEWEEK.COM
STRATEGYOFTHEWEEK.NET
STRATEGYOFTHEWEEK.ORG
COMMONCORETOOLS.ORG
KAZOKUPHOTOS.COM
STUDIOKAZOKU.COM
COMMONCORETOOLS.COM
COMMONCORETOOLS.NET
CLASSROOM-ASSESSMENT.COM
CLASSROOM-OBSERVATION.COM
COMMON-CORE-IMPLEMENTATION.COM
COMMON-CORE-STATE-STANDARDS.COM
COMMON-CORE-TOOLS.COM
COMMON-CORE-TRAINING.COM
ONLINE-PROFESSIONAL-DEVELOPMENT.COM
PROFESSIONAL-DEVELOPMENT-FOR-EDUCATORS.COM
PROFESSIONAL-DEVELOPMENT-FOR-TEACHERS.COM
PROFESSIONALDEVELOPMENTEDUCATORS.COM

PROFESSIONALDEVELOPMENTTEACHERS.COM
TEACHEROBSERVATIONTOOLS.COM
COMMON-CORE-STANDARDS.ORG
EDIVATE.COM

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