

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440630

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Professional Examination Service		06/19/2017	Non-Profit Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	ACT, INC.		
Street Address:	500 Act Drive		
City:	Iowa City		
State/Country:	IOWA		
Postal Code:	52243		
Entity Type:	Non-Profit Corporation: IOWA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87045513	RAPPORT	
Serial Number:	86909494	TESSERA	
CORRESPONDENCE DATA			
Fax Number:	4154343947		
	<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:	415 774 2953		
Email:	mkahn@sheppardmullin.com, pmarquez@sheppardmullin.com		
Correspondent Name:	Michelle D. Kahn, Sheppard Mullin		
Address Line 1:	Four Embarcadero Center, 17th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	52PK-245986		
NAME OF SUBMITTER:	Michelle D. Kahn		
SIGNATURE:	/MDK/		
DATE SIGNED:	08/24/2017		
Total Attachments: 4			
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EXHIBIT A
INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made, entered into and effective as of this June 19, 2017 ("the "Effective Date"), by and between ACT, Inc., an Iowa nonprofit corporation ("Assignee"), and Professional Examination Service, a Missouri nonprofit corporation ("Assignor"). All capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in that certain Grant Agreement, dated February 22, 2017, or the First Amendment to Grant Agreement, of even date herewith, by and among the Assignor and the Assignee.

RECITALS:

WHEREAS, pursuant to the First Amendment to Grant Agreement, the Assignor has agreed to assign to the Assignee all of its right, title and interest in, and to execute this Assignment to enable the Assignee to record the assignment of, all of the Assignor's right, title and interest in and to the intellectual property set forth in Schedule 1 attached hereto, the associated registration and renewals, all goodwill associated therewith, and all other rights, if any, in the Granted Assets throughout the world (the "Granted Assets and Related Rights").

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each party hereto hereby agrees as follows:

1. Assignment. The Assignor hereby irrevocably conveys, transfers and assigns to the Assignee as of the Effective Date, and the Assignee hereby accepts, any and all right, title and interest of the Assignor in and to the Granted Assets and Related Rights, including the right to sue and recover (for the sole use and benefit of the Assignee and its successors, assigns or other legal representatives) damages for past, present and future infringement, misappropriation, dilution or other violation thereof or damage thereto, if any, in each case free and clear of all mortgages, pledges, ownership interests, security interests, liens, reservations and contract rights of third parties. The Assignee is to hold all right, title and interest in and to the Granted Assets and Related Rights as fully and exclusively as they would have been held and enjoyed by the Assignor had the assignment in this Section 1 not been made.

2. Authorization. The Assignor authorizes and requests the Assignee to request any registering body (the "Registrar") to record the Assignee as the assignee or transferee of the Granted Assets and shall, promptly upon presentation to the Assignor by the Assignee, execute, or procure the execution of, such transfer documents and provide such information as required by the Registrar, and the Assignor hereby covenants that the Assignor has full right to convey its entire interest herein assigned, and that the Assignor has not executed, and will not execute, any agreements in conflict herewith.

3. Further Assurances. Each party hereto shall, from time to time and at all times hereafter, upon the request of the other party hereto, do, execute, acknowledge and deliver or

cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to carry out the intent of this Assignment.

4. Warranty. Assignor represents and warrants to Assignee that the Assignor: (i) is the sole owner (other than Assignee) of all rights, title and interest in the Granted Assets, (ii) has not assigned, transferred, licensed, pledged or otherwise encumbered the Granted Assets or agreed to do so, (iii) has full power and authority to enter into this Assignment and to make the assignment as provided in Section 1, and (iv) the assignment of the Granted Assets will not violate, infringe, or misappropriate any third party's rights (or result in any claim thereof).

5. Entire Agreement. This Assignment and the Grant Agreement (including the other schedules and exhibits and amendments to the Grant Agreement) contain the entire agreement of the parties with regard to the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Assignment.

6. Successors and Assigns. This Assignment shall be binding upon each party hereto and its respective successors and assigns.

7. Governing Law. The parties specifically agree that this Domain Name Assignment shall in all respects be interpreted, read construed and governed by the internal Laws of the State of New York, exclusive of its conflicts of law rules.

8. Counterparts. This Assignment may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties to this Assignment may deliver their executed counterparts by facsimile or other electronic means.

Signatures on following page.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed effective as of the date first above written.

ASSIGNOR:

Professional Examination Service

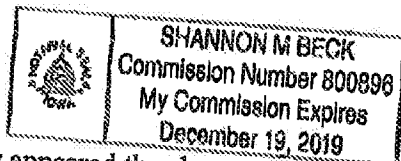
By: Robert Block

Name: Robert Block

Title: President

STATE OF Iowa)

COUNTY OF Johnson)



On this day, June 19, 2017, before me personally appeared the above named individual, to me known to be an authorized representative of Assignor described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public: Shannon Beck

My Commission Expires: December 19, 2019

ASSIGNEE:

ACT, Inc.

By: Marten Roorda

Name: Marten Roorda

Title: Chief Executive Officer

By: Thomas Goedken

Name: Thomas Goedken

Title: Chief Financial Officer

SCHEDULE I TO EXHIBIT A

TRADEMARK(S)

Mark	Serial #	Status	Next Steps
RAPPORT	87/045,513	Notice of Allowance was issued on 12/27/2016.	By June 27th, 2017, a Statement of Use, or an Extension must be filed.
TESSERA	86/909,494	Mark published on the Trademark Official Gazette on 2/14/2017.	None; wait for a Notice of Allowance or Notice of Opposition.