

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Communities Just for the Kids		03/22/2007	nonprofit corporation: TEXAS
RECEIVING PARTY DATA			
Name:	National Center for Educational Accountability		
Street Address:	4030-2 West Braker Lane		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78759		
Entity Type:	nonprofit corporation: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2343829	JUST FOR THE KIDS	
Registration Number:	2787041	JUST FOR THE KIDS	
CORRESPONDENCE DATA			
Fax Number:	(214)661-4899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214/953-6818		
Email:	daltmdept@bakerbotts.com		
Correspondent Name:	Valerie Verret		
Address Line 1:	2001 Ross Avenue, Suite 600		
Address Line 2:	Baker Botts LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	073164.0106		
NAME OF SUBMITTER:	Valerie Verret		
Signature:	/Valerie Verret/		

CH \$65.00 2343829

Date:

04/11/2007

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

This Assignment of Intellectual Property (the "Agreement"), effective upon the execution by both parties hereto (the "Effective Date"), is by and between **COMMUNITIES JUST FOR THE KIDS** (hereafter "Assignor"), a Texas non-profit corporation having an address of 6106 Del Roy Drive, Dallas, Texas 75230, and **NATIONAL CENTER FOR EDUCATIONAL ACCOUNTABILITY** ("Assignee"), a Texas non-profit corporation, having an address of 4030-2 West Braker Lane, Austin, Texas 78759.

WHEREAS, Assignor and/or its licensee has been offering printed reports featuring educational research data; and educational research services under the mark **JUST FOR THE KIDS** (the "JFTK Services");

WHEREAS, Assignor and/or its licensee has also been offering educational services, namely, conducting programs for schools, involving businesses, parent organizations, faith based organizations, community organizations, foundations and individual parents and educators in the field of working towards improving academic achievement (the "CJFTK Services");

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to obtain from Assignor, all of the intellectual property rights that may be owned by Assignor in connection with the JFTK Services; and

WHEREAS, the parties desire that Assignee retain all of the intellectual property rights associated with the CJFTK Services.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration received and to be received, the Parties hereby agree as follows:

1. **DEFINITION OF INTELLECTUAL PROPERTY**

"Intellectual Property" means all rights in and to: (i) trademarks and service marks (registered or unregistered), trade dress, trade names and other marks and slogans embodying business or service goodwill or indications of origin, all or that part of any applications or registrations in any jurisdiction pertaining to the foregoing and all goodwill associated therewith, including the marks set forth on Exhibit A attached hereto; (ii) all domain names used in connection with the JFTK Services; (iii) all inventions whether patented or unpatented, patentable or unpatentable, including all issued patents and pending applications in any jurisdiction; (iv) all trade secrets and other confidential information, and any discoveries, improvements, ideas, know-how, formulae, methodologies, processes, technology concepts, computer programs, technical data, memoranda, notes, reports, financial and technical information, proprietary information, proprietary processes, clinical studies, books, records, instruments and other information; and (v) all copyrights (registered and unregistered) in writings, designs, mask works or other works, and applications or registrations in any jurisdiction for the foregoing.

2. **ASSIGNMENT OF INTELLECTUAL PROPERTY**

(a) Assignor does hereby sell, assign, transfer and set over to Assignee, and Assignee agrees to accept, all of Assignor's right, title and interest in and to all Intellectual Property owned, used, held or controlled by Assignor, related to the JFTK Services. Assignee acknowledges that no rights are transferred to the intellectual property related to the CJFTK Services or the copyrighted works "Now or Never—How We Can Save Our Public Schools," and "Do What Works: How Proven Practices Can Improve America's Public Schools."

(b) Assignor does hereby sell, assign, transfer and set over to Assignee, its successors, assigns and legal representatives, the entire right, title and interest in and to the marks set forth on Exhibit A attached hereto (the "Marks"), and the related registrations therefor, together with the goodwill of the business symbolized by the Marks throughout the world.

(c) Assignor also assigns unto Assignee all claims for damages by reason of infringement or misappropriation of such Intellectual Property that occurred prior to the Effective Date, throughout the world, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

(d) Assignor also agrees to, at the expense of Assignee, testify in any legal proceedings, sign all lawful papers, execute all documents, make lawful oaths and declarations, and generally do everything possible to vest title of such Intellectual Property in Assignee, its successors or assigns, and to aid Assignee, its successors or assigns to obtain and enforce proper protection for such Intellectual Property in all countries.

[REMAINDER INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates and in the capacities shown below.

COMMUNITIES JUST FOR THE KIDS, INC.

By: Susan Luce
Name: Susan Luce
Title: President
Date: March 19, 2007

STATE OF TEXAS

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COUNTY OF DALLAS

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On this 19th day of March, 2007, personally appeared before me Susan Luce, to me known and known to me to be the President of Communities Just for the Kids, Inc., the Assignor above named, and acknowledged that he/she executed the foregoing assignment on behalf of said Assignor and pursuant to authority duly received.



Joelyn Crisp
Notary Public and for
the State of Texas

Printed Notary Name

Joelyn Crisp

My Commission Expires: 11-28-10

NATIONAL CENTER FOR EDUCATIONAL
ACCOUNTABILITY

By: Mike Hudson
Name: Mike Hudson
Title: President
Date: 3/22, 2007

STATE OF TEXAS

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COUNTY OF TRAVIS

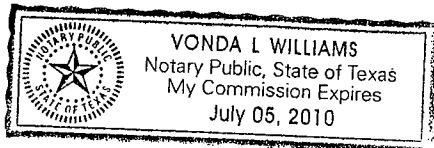
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On this 22 day of March, 2007, personally appeared before me MIKE HUDSON, to me known and known to me to be the President of National Center for Educational Accountability, the Assignee above named, and acknowledged that he executed the foregoing assignment on behalf of said Assignee and pursuant to authority duly received.

[Signature]

Notary Public in and for
the State of Texas



Printed Notary Name
Vonda L. Williams

My Commission Expires: July 5, 2010

EXHIBIT A

U.S. Trademark Registrations

Docket No.	Registration No.	Registration Date	Mark
073164.0104	2343829	18-Apr-2000	JUST FOR THE KIDS
073164.0105	2787041	25-Nov-2003	JUST FOR THE KIDS & Design (Apple)