

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Peter Heisen		12/03/2008	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Subjective Metrics, Inc.		
Street Address:	605 West Phil-Ellena Street		
City:	Philadephia		
State/Country:	PENNSYLVANIA		
Postal Code:	19119		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77557694	WAYPOINT	
CORRESPONDENCE DATA			
Fax Number:	(714)513-5130		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-513-5100		
Email:	uspto-tm-oc@sheppardmullin.com		
Correspondent Name:	Michelle M. LaVoie		
Address Line 1:	650 Town Center Drive		
Address Line 2:	4th		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	05RA-111377		
NAME OF SUBMITTER:	Michelle M. LaVoie		
Signature:	/mml/		
Date:	04/22/2009		

CH \$40.00 77557694

Total Attachments: 21

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made on December 3, 2008, between Peter Heisen, an individual residing at 38 Timber Knoll Drive, Washington Crossing, PA 18977, Joyce Heisen, an individual residing at 38 Timber Knoll Drive, Washington Crossing, PA 18977, Andrew McCann, an individual residing at 605 West Phil-Ellena Street Philadelphia, PA 19119, Laura McCann, an individual residing at 605 West Phil-Ellena Street Philadelphia, PA 19119, Scott Warnock, an individual residing at 414 Lippincott Avenue, Riverton, NJ 08077, and Christopher Heisen, an individual residing at 838 Toyopa Drive, Pacific Palisades, CA 90272 (each an "Assignor" and collectively, the "Assignors"), and Subjective Metrics, Inc., a Pennsylvania corporation with an address of 605 West Phil-Ellena Street Philadelphia, PA 19119, and its successors, assigns and legal representatives ("Assignee").

BACKGROUND

Each Assignor is or has been an owner or consultant to the Assignee. In connection with that certain Settlement Agreement (defined below), the Assignors, who are all parties thereto, have agreed, to the extent that each of them is the owner of certain intellectual property rights directly or indirectly associated with the business of the Assignee, to convey all such rights, without any reservation, to Assignee.

As such, each Assignor wishes to assign to Assignee, and Assignee wishes to acquire from the Assignors, all of the above described Intellectual Property and intellectual property rights.

TERMS

Each Assignor and Assignee (each a "Party" and collectively, the "Parties"), in consideration of the mutual promises contained in this Assignment, the Settlement Agreement and other good and valuable consideration, including, without limitation, potential gains for Assignor that are contemplated by certain future asset sales contemplated by the Parties, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, agree as follows:

1. **Definitions.** Capitalized terms have the following meaning in this Assignment.

1.1 **Settlement Agreement** means the Settlement Agreement dated December 3, 2008, by and among Joyce Heisen, Peter Heisen, Andrew McCann, Laura McCann, Christopher Heisen and Scott Warnock.

1.2 **Intellectual Property** means all Intellectual Property Rights directly or indirectly associated with the business of the Assignee, including but not limited to the trademarks and works of authorship identified in Schedule A attached hereto, including all source code therefor, together with examples and associated manuals and other documentation; *provided however that* the Excluded IP shall not be included within the definition of Intellectual Property hereunder.

1.3 **Intellectual Property Rights** means all intellectual property rights and industrial property rights (throughout the universe, in all media, now existing or created in the future, for all versions and elements, in all languages, and for the entire duration of such rights) arising under statutory or common law, contract, or otherwise, and whether or not registered or otherwise perfected, including without limitation, all (a) patents, reissues of and reexamined patents, and patent applications, whenever filed and wherever issued, including without limitation, continuations, continuations-in-part, substitutes, and divisions of such applications and all priority rights resulting from such applications; (b) rights associated with works of authorship, including without limitation, copyrights, moral rights, copyright applications, and copyright registrations; (c) rights and goodwill associated with trademarks, service marks, trade names, logos, trade dress, internet domain names, internet and world wide web uniform resource locators and addresses, other indicia of origin, and the applications for registration and registrations of such items; (d) rights relating to the protection of trade secrets and confidential information; (e) rights analogous to those set forth in this Section 1.3 and all other proprietary rights relating to intangible property; (f) divisions, continuations, renewals, reissues, and extensions of the foregoing (as and to the extent applicable) now existing, or later filed, issued, or acquired; and (g) causes of action, rights, and remedies arising under any of such rights that accrued prior to, on, or after the Effective Time (as set forth in Section 2.4, below).

1.4 **Excluded IP** means the EAC Data Miner (which is described on Schedule B attached hereto) and any other software (source code) not listed on Schedule A.

2. **Assignment of Intellectual Property.** Each Assignor hereby transfers, conveys, assigns and sets over to Assignee all rights (including without limitation, Intellectual Property Rights), title, and interest in and to the Intellectual Property, and Assignor reserves no rights in any such Intellectual Property. Such Assignor hereby waives any and all paternity, integrity, moral and other similar rights that such Assignor may have now, or in the future, in the works of authorship that are embodied in the Intellectual Property. The rights assigned under this Assignment include, without limitation, the right to claim priority based on the filing date of the Intellectual Property under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Conventions, and all other treaties of like purposes. Without limiting the foregoing, no liability related to or arising from the Intellectual Property is assigned or transferred in any way to Assignee under this Assignment.

2.1 **Recordation.** Each Assignor authorizes the Register of Copyrights of the United States, the U.S. Patent and Trademark Office, and any Official of any country or countries foreign to the United States whose duty it is to receive or register copyrights, patents, trademarks or applications therefor, to record Assignee as the owner of the Intellectual Property and to issue all registrations for said Intellectual Property, to be in the name of Assignee, as assignee of the Intellectual Property, for the sole use of Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this Assignment.

2.2 **Rights that Cannot Be Assigned.** If an Assignor has any rights in the Intellectual Property that cannot be assigned to Assignee in accordance with this Section 2, then such Assignor grants to Assignee an exclusive (even as to such Assignor), fully paid, royalty-free, perpetual,

irrevocable, transferable, unlimited, license with the right to sublicense, throughout the universe, in all media, now existing or created in the future, for all versions and elements, and in all languages, to use, copy, distribute, create derivative works of, publicly perform, publicly display, digitally perform, practice the methods of, make, have made, import, export, offer for sale and sell such Intellectual Property for the entire duration of such rights. If such Assignor has any such rights that cannot be assigned or licensed to Assignee in accordance with this Section 2, then such Assignor waives the enforcement of such rights.

2.3 **Further Assurances.** Each Assignor shall, at Assignee's expense, cooperate and take all steps reasonably requested by Assignee to perfect, confirm, and protect Assignee's rights (including without limitation, Intellectual Property Rights), title, and interest in and to the Intellectual Property including without limitation, executing and delivering all documents, filing registration and assignment documents, and giving testimony.

2.4 **Effective Time.** Notwithstanding anything herein, the assignment of Intellectual Property effected in this Section 2 shall not be effective until the Effective Time, as such term is defined under the Settlement Agreement. Further, the Company covenants and agrees not to take any action pertaining to this Assignment, including but not limited to the recording of this Assignment, until the Effective Time. Further, the Parties hereto agree that if the Settlement Agreement terminates pursuant to Section 8(a) thereof, this Assignment shall become null and void and of no further force or effect.

3. **Warranties.** Each Assignor represents and warrants, on a several and not joint basis, that to the extent that it owns any rights, title or interest (including without limitation, Intellectual Property Rights) in and to the Intellectual Property, then (a) such ownership is free and clear of all liens and encumbrances; (b) it has full right to assign its entire interest in and to the same, duly authorized by all necessary and appropriate corporate action to execute this Assignment on its behalf; (c) it has not executed, and will not execute, any agreement in conflict herewith; (d) the Intellectual Property does not infringe upon any patent, rights relating to the protection of trade secrets or confidential information, or any other proprietary right of any person; (e) it has taken all necessary and appropriate steps to protect, preserve, and maintain its interest and proprietary rights in the Intellectual Property; and (f) no claims have been asserted by any person related to the use of any Intellectual Property, challenging or questioning such Assignor's rights or interest in or to, or the validity of, the Intellectual Property, and to the best of such Assignor's knowledge, there is no basis for any such claim.

4. **Indemnification.** Each Assignor, on a several and not joint basis, shall defend Assignee and its directors, officers, employees, contractors, and agents ("**Indemnitees**"), at such Assignor's sole cost and expense, against all third-party demands, claims, actions, suits, and other proceedings ("**Claims**") against Indemnitees arising out of or resulting from such Assignor's breach of this Assignment, and shall indemnify Indemnitees against and hold Indemnitees harmless from all judgments, losses, liabilities, damages, costs, and expenses (including without limitation, reasonable attorney's fees and attorney's disbursements) arising out of or incurred in connection with all such Claims. Such Assignor shall have the right to control the defense and settlement of any Claims that

such Assignor is obligated to defend, and Indemnitees shall have the right to participate in such Claims at their cost and expense. Such Assignor shall not consent to entry into any judgment or enter into any settlement that admits Indemnitee liability, provides for injunctive or other non-monetary relief affecting an indemnitee, or does not include as an unconditional term the giving by each claimant or plaintiff to the Indemnitees of a release from all liability with respect to such Claim. Such Assignor's liability under this Section 4 shall be reduced to the extent that Assignor is actually prejudiced by Indemnitee's failure to give notice of a Claim to such Assignor promptly after Indemnitee learns of such Claim.

5. Miscellaneous Provisions.

5.1 Cumulative Remedies. All remedies available to any Party for breach of this Assignment are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

5.2 Waiver. The waiver or failure of any Party to exercise in any respect any right provided under this Assignment shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Assignment.

5.3 Severability. Should any term or provision of this Assignment be held to any extent unenforceable, invalid, or prohibited under law, then such provision shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Assignment. The application of such term or provision to persons, property, or circumstances other than those as to which it is invalid, unenforceable, or prohibited, shall not be affected by such invalidity, unenforceability, or prohibition, and each term and provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

5.4 Interpretation. This Assignment has been freely negotiated and entered into by each Party. A Party's role in drafting this Assignment shall not be a basis for construing this Assignment in any manner against such Party.

5.5 Headings. Section headings are for reference only and shall not affect the interpretation of this Assignment.

5.6 Successors in Interest. This Assignment and all of the provisions in this Assignment shall be binding upon and inure to the benefit of the successors in interest and assigns of the Parties.

5.7 Applicable Law. This Assignment, each transaction entered into under this Assignment, and all matters arising out of or related to this Assignment shall be in all respects governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania without giving effect to its rules relating to conflict of laws.

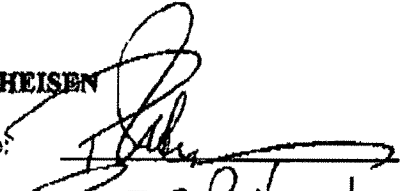
5.8 Order of Precedence. Any ambiguities or inconsistencies between the Settlement Agreement and this Assignment shall be resolved by giving precedence to the Settlement Agreement over this Assignment.

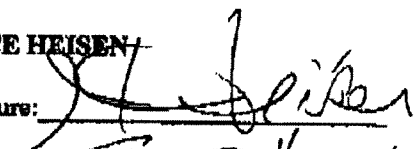
5.9 Entire Agreement. This Assignment, Schedule A and Schedule B hereto, and the Settlement Agreement constitute the complete and exclusive statement of the agreement among the Parties with respect to the subject matter of this Assignment, and this Assignment, Schedule A and Schedule B hereto, and the Settlement Agreement supersede any prior oral or written communications, proposals, representations, and agreements. This Assignment may be amended only by mutual agreement expressed in writing and signed by both Parties, and any attempted amendment in violation of this Section 5.9 shall be void.

5.10 Counterparts. This Assignment may be executed in any number of separate counterparts, each of which when executed by and delivered to the other Party (which delivery may be by telecopier or facsimile) shall be an original as against the Party whose signature appears on such counterpart, but all such counterparts shall together constitute a single instrument.

* * * * *

IN WITNESS WHEREOF, the Parties accept this Assignment and have caused this Assignment to be executed and delivered on its behalf as of the date first stated above.

PETER HEISEN
 Signature: 
 Printed name: PETER R. HEISEN
 Title: _____
 Date: DECEMBER 3, 2008

JOYCE HEISEN
 Signature: 
 Printed name: JOYCE B. HEISEN
 Title: _____
 Date: DECEMBER 3, 2008

ANDREW MCCANN
 Signature: _____
 Printed name: _____
 Title: _____
 Date: _____

LAURA MCCANN
 Signature: _____
 Printed name: _____
 Title: _____
 Date: _____

SCOTT WARNOCK
 Signature: _____
 Printed name: _____
 Title: _____
 Date: _____

CHRISTOPHER HEISEN
 Signature: _____
 Printed name: _____
 Title: _____
 Date: _____

ASSIGNORS.

[signatures continued on following page]

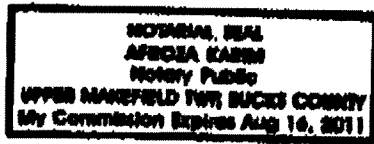
Commonwealth of Pennsylvania)
 County of Bucks) SS:

On this, the 3rd day of December, 2008, before me, the undersigned person, a notary public, Peter Heisen / Joyce Heisen personally appeared as the Assignor party to this Assignment, known to me (or satisfactorily proven) to be the persons whose names are subscribed above, and did acknowledge the execution of the foregoing Intellectual Property Assignment on behalf of said Assignor.

In witness hereof, I hereunto set my hand and official seal.

Afrozia Karim
 Notary Public

My commission expires: Aug 16, 2011



IN WITNESS WHEREOF, the Parties accept this Assignment and have caused this Assignment to be executed and delivered on its behalf as of the date first stated above.

PETER HEISEN

Signature: _____

Printed name: _____

Title: _____

Date: _____

JOYCE HEISEN

Signature: _____

Printed name: _____

Title: _____

Date: _____

ANDREW MCCANN

Signature: Andrew J. McCann

Printed name: ANDREW J. MCCANN

Title: PRESIDENT

Date: 12/4/08

LAURA MCCANN

Signature: _____

Printed name: _____

Title: _____

Date: _____

SCOTT WARNOCK

Signature: _____

Printed name: _____

Title: _____

Date: _____

CHRISTOPHER HEISEN

Signature: _____

Printed name: _____

Title: _____

Date: _____

ASSIGNORS.

[signatures continued on following page]

TRADEMARK

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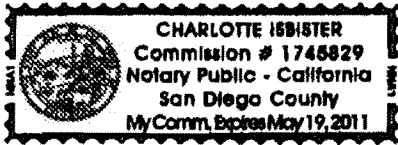
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego }

On 4 Dec 2008 before me, Charlotte Isbister, Notary
Date Here Insert Name and Title of the Officer

personally appeared Andrew McCann
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person~~(e)~~ whose name~~(s)~~ ~~is/are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(e)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Charlotte Isbister
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

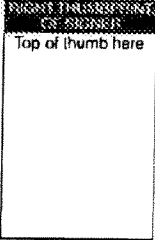
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Assignment
Document Date: 4 Dec 2008 Number of Pages: 2
Signer(s) Other Than Named Above: N/A

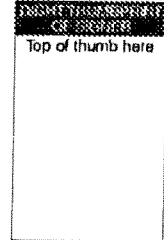
Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer Is Representing: _____

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer Is Representing: _____

IN WITNESS WHEREOF, the Parties accept this Assignment and have caused this Assignment to be executed and delivered on its behalf as of the date first stated above.

PETER HEISEN

Signature: _____

Printed name: _____

Title: _____

Date: _____

JOYCE HEISEN

Signature: _____

Printed name: _____

Title: _____

Date: _____

ANDREW MCCANN

Signature: _____

Printed name: _____

Title: _____

Date: _____

LAURA MCCANN

Signature: *Laura McCann*

Printed name: *Laura McCann*

Title: *Shareholder*

Date: *12/03/08*

SCOTT WARNOCK

Signature: _____

Printed name: _____

Title: _____

Date: _____

CHRISTOPHER HEISEN

Signature: _____

Printed name: _____

Title: _____

Date: _____

ASSIGNORS.

[signatures continued on following page]

Commonwealth of Pennsylvania)
County of Philadelphia) SS:

On this, the 3 day of December, 2008, before me, the undersigned person, a notary public, LAURA D. MCCANN personally appeared _____ as the Assignor party to this Assignment, known to me (or satisfactorily proven) to be the persons whose names are subscribed above, and did acknowledge the execution of the foregoing Intellectual Property Assignment on behalf of said Assignor.

In witness hereof, I hereunto set my hand and official seal.

Hugh Daniel Compton
Notary Public

My commission expires: 12 August 2009

NOTARIAL SEAL
HUGH DANIEL COMPTON, Notary Public
Philadelphia, Philadelphia Co.
My Commission Expires August 12, 2009

IN WITNESS WHEREOF, the parties accept this Assignment and have caused this Assignment to be executed and delivered on its behalf as of the date first stated above.

PETER HEISEN

Signature: _____

Printed name: _____

Title: _____

Date: _____

JOYCE HEISEN

Signature: _____

Printed name: _____

Title: _____

Date: _____

ANDREW MCCANN

Signature: _____

Printed name: _____

Title: _____

Date: _____

LAURA MCCANN

Signature: _____

Printed name: _____

Title: _____

Date: _____

SCOTT WARNOCK

Signature: Scott Warnock

Printed name: Scott Warnock

Title: Vice President of Research

Date: 12/2/08

CHRISTOPHER HEISEN

Signature: _____

Printed name: _____

Title: _____

Date: _____

ASSIGNORS.

[signatures continued on following page]

Sgt Vaz 12/3/08

*Signed before me this day 12.3.08
Christine P. Hiciti, Esq.
Attorney at Law, State of Pennsylvania
Commonwealth of Pennsylvania*

County of _____ } SS:

On this, the _____ day of December, 2008, before me, the undersigned person, a notary public, _____ personally appeared _____ as the Assignor party to this Assignment, known to me (or satisfactorily proven) to be the persons whose names are subscribed above, and did acknowledge the execution of the foregoing intellectual property Assignment on behalf of said Assignor.

In witness hereof, I hereunto set my hand and official seal.

Notary Public

My commission expires: _____

IN WITNESS WHEREOF, the Parties accept this Assignment and have caused this Assignment to be executed and delivered on its behalf as of the date first stated above.

PETER HEISEN

Signature: _____

Printed name: _____

Title: _____

Date: _____

JOYCE HEISEN

Signature: _____

Printed name: _____

Title: _____

Date: _____

ANDREW MCCANN

Signature: _____

Printed name: _____

Title: _____

Date: _____

LAURA MCCANN

Signature: _____

Printed name: _____

Title: _____

Date: _____

SCOTT WARNOCK

Signature: _____

Printed name: _____

Title: _____

Date: _____

CHRISTOPHER HEISEN

Signature: 

Printed name: CHRISTOPHER HEISEN

Title: _____

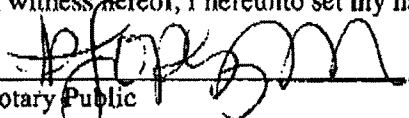
Date: DECEMBER 2, 2008

ASSIGNORS.

[signatures continued on following page]

State of California }
 } SS:
 County of Los Angeles }

On this, the 2 day of December, 2008, before me, the undersigned person, a notary public, _____ personally appeared CHRISTOPHER JORDAN HEISEN as the Assignor party to this Assignment, ~~known to me~~ (or satisfactorily proven) to be the persons whose names are subscribed above, and did acknowledge the execution of the foregoing Intellectual Property Assignment on behalf of said Assignor. I certify under penalty of perjury under the laws of the State of California that the foregoing participation is true and correct.
 In witness hereof, I hereunto set my hand and official seal.



 Notary Public

My commission expires: Sep 30, 2010



SUBJECTIVE METRICS, INC.

Signature: Andrew J. McCann

Printed name: Andrew J. McCann

Title: PRESIDENT

Date: 12/4/08

ASSIGNEE.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

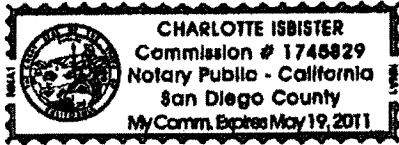
State of California

County of San Diego }

On 4 Dec 2008 before me, Charlotte Isbister, Notary
Date Here Insert Name and Title of the Officer

personally appeared Andrew McCann
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Charlotte Isbister
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Assignment

Document Date: 4 Dec 2008 Number of Pages: 2

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

SCHEDULE A

Intellectual Property

Copyrights

TITLE OF WORK	REGISTRATION NUMBER	REGISTRATION DATE
Waypoint Outcomes Assessment Engine	TX0006866538 (U.S.)	2008-08-20
WaypointLive Database Schema	TX0006866951 (U.S.)	2008-08-24
WPOutcomes Data Analyzer	TX0006867872 (U.S.)	2008-08-22
Waypoint Outcomes Moodle Activity Module	TX0006866603 (U.S.)	2008-08-21
Waypoint Outcomes Blackboard Building Block	TX0006866610 (U.S.)	2008-08-20
Waypoint Outcomes Mobile for PDA and SmartPhone	Not Applicable	Not Applicable
Waypoint Outcomes Blackboard Vista/CE6 Powerlink Mechanism	Not Applicable	Not Applicable

Trademarks

	SERIAL NUMBER	FILING DATE
WAYPOINT	77557694	2008-08-28

Software

Waypoint Outcomes Assessment Engine

WaypointLive Database Schema

WPOutcomes Data Analyzer

Waypoint Outcomes Moodle Activity Module

Waypoint Outcomes Blackboard Building Block

Waypoint Outcomes Mobile for PDA and SmartPhone

Waypoint Outcomes Blackboard Vista/CE6 Powerlink Mechanism

SCHEDULE "B"

Description of EAC Data Miner

Peter and Christopher have submitted the following description of the EAC Data Miner:

Background

Blackboard Academic Suite ("Bb"), one of the course management systems licensed by Blackboard, Inc., includes a survey tool which allows Bb licensees to author and deploy surveys in Bb courses.

If Bb licensees choose to use this survey tool, the resulting survey data is neither easily aggregated across Bb courses nor is it easily reported because Bb lacks reporting tools and because survey data stored by Bb deviates from the IMS standards promulgated for surveys.

Description of EAC Data Miner Functionality

EAC Data Miner addresses these concerns.

Specifically, EAC Data Miner allows for efficient aggregation of survey data across courses and provides some reporting capability.

While the current version of EAC Data Miner is only capable of handling Bb survey data, Peter and Christopher hope to expand EAC Data Miner's capabilities over time so that it will be able to handle just about any type of data which is created using Bb, whether it be test data, grade book data, Bb usage data, etc.

Description of EAC Data Miner Key Components

EAC Data Miner consists of two components:

- (1) A Windows desktop application (EAC Data Miner is not a web application, though it could be), which allows users to retrieve survey data from Bb across courses and then to analyze and report that data. The EAC Data Miner Windows desktop application shares some of the same look, features and functionality with the WPOutcomes Data Analyzer. This similarity results from the use of .NET 3.5 Windows controls which the Microsoft Corporation makes available to developers of Windows software.
- (2) A companion Java Building Block, which allows communication between the EAC Data Miner Windows desktop application and the client's Bb server. The EAC Data Miner Building Block does not use any intellectual property which is original to the Waypoint Outcomes Blackboard Building Block.

SCHEDULE "A"

Waypoint Software

Waypoint Outcomes Assessment Engine

WaypointLive Database Schema

WPOutcomes Data Analyzer

Waypoint Outcomes Moodle Activity Module

Waypoint Outcomes Blackboard Building Block

Waypoint Outcomes Mobile for PDA and SmartPhone

Waypoint Outcomes Blackboard Vista/CE6 Powerlink Mechanism

SCHEDULE "B"

Description of EAC Data Miner

Peter and Christopher have submitted the following description of the EAC Data Miner:

Background

Blackboard Academic Suite ("Bb"), one of the course management systems licensed by Blackboard, Inc., includes a survey tool which allows Bb licensees to author and deploy surveys in Bb courses.

If Bb licensees choose to use this survey tool, the resulting survey data is neither easily aggregated across Bb courses nor is it easily reported because Bb lacks reporting tools and because survey data stored by Bb deviates from the IMS standards promulgated for surveys.

Description of EAC Data Miner Functionality

EAC Data Miner addresses these concerns.

Specifically, EAC Data Miner allows for efficient aggregation of survey data across courses and provides some reporting capability.

While the current version of EAC Data Miner is only capable of handling Bb survey data, Peter and Christopher hope to expand EAC Data Miner's capabilities over time so that it will be able to handle just about any type of data which is created using Bb, whether it be test data, grade book data, Bb usage data, etc.

Description of EAC Data Miner Key Components

EAC Data Miner consists of two components:

- (1) A Windows desktop application (EAC Data Miner is not a web application, though it could be), which allows users to retrieve survey data from Bb across courses and then to analyze and report that data. The EAC Data Miner Windows desktop application shares some of the same look, features and functionality with the WPOutcomes Data Analyzer. This similarity results from the use of .NET 3.5 Windows controls which the Microsoft Corporation makes available to developers of Windows software.
- (2) A companion Java Building Block, which allows communication between the EAC Data Miner Windows desktop application and the client's Bb server. The EAC Data Miner Building Block does not use any intellectual property which is original to the Waypoint Outcomes Blackboard Building Block.