

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	04/10/2006		
<b>CONVEYING PARTY DATA</b>			
	<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>
	Board of Regents of the University of Nebraska		04/10/2006
			STATE AGENCY: NEBRASKA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GPN, LLC		
<b>Street Address:</b>	1001 Fleet Street		
<b>City:</b>	Baltimore		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21202		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
	<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
	Registration Number:	2328499	GPN
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)610-8686		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	703.903.9000		
<b>Email:</b>	ipdocketing@milesstockbridge.com		
<b>Correspondent Name:</b>	Miles & Stockbridge P.C.		
<b>Address Line 1:</b>	1751 Pinnacle Drive		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	McLean, VIRGINIA 22102		
<b>ATTORNEY DOCKET NUMBER:</b>	G3732-11472US01		
<b>NAME OF SUBMITTER:</b>	Michael T. Ebaugh		

**CH \$40.00 2328499**

**900156051**

**TRADEMARK  
 REEL: 004159 FRAME: 0459**

Signature:	/michael t. ebaugh/
Date:	03/02/2010
Total Attachments: 6 source=2908_001#page1.tif source=2908_001#page2.tif source=2908_001#page3.tif source=2908_001#page4.tif source=2908_001#page5.tif source=2908_001#page6.tif	

## ASSIGNMENT OF PROPRIETARY RIGHTS

This Assignment of Proprietary Rights (this "Assignment") is effective as of April 10, 2006 ("Effective Date") by and between the BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA (the "University"), located in Lincoln, NE 68588, on behalf of GREAT PLAINS NATIONAL INSTRUCTIONAL TELEVISION LIBRARY ("GPN"), and together with the University, "Seller") and GPN, LLC, a Delaware limited liability company ("Buyer"), with an office at 1001 Fleet Street, Baltimore, MD 21202.

### RECITALS

WHEREAS, Seller, an entity of state government organized under the state law of Nebraska, and Educate Media-Reading Rainbow, LLC, a Delaware limited liability company ("Educate Media") are parties to that certain Asset Purchase Agreement, dated as of March 3, 2006, (the "Asset Purchase Agreement"), pursuant to which Educate Media has agreed to buy from Seller, and Seller has agreed to sell to Educate Media, certain assets of Seller effective as of the Effective Date.

WHEREAS, Educate Media and Buyer have entered into an Assignment Agreement, dated as of April \_\_\_\_\_, 2006, whereby Educate Media assigned all of its rights and obligations under the Asset Purchase Agreement to Buyer.

WHEREAS, Seller desires to assign all of its right, title and interest in and to the Assigned Assets (as defined below) to Buyer and Buyer desires to accept such assignment of Seller's right, title and interest in and to the Assigned Assets.

WHEREAS, the execution and delivery of this Assignment by the parties hereto is a condition to the obligations of the parties to the Asset Purchase Agreement to consummate the transactions contemplated thereby.

### AGREEMENT

Capitalized terms used herein but not defined shall have the meanings set forth in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. As of the Closing, Seller hereby assigns, transfers, conveys and delivers to Buyer and its successors and assigns all of the right, title and interest of Seller in and to, the Proprietary Rights (as defined in the Asset Purchase Agreement) including without limitation, all the domain names (the "Domain Names," listed on Schedule A attached hereto), Copyrights and Trademarks (including the registered Copyrights and registered Trademarks

listed on Schedule B attached hereto), trade secrets, databases, Website visitor lists, technology rights and licenses, computer software (including without limitation any source or object codes therefore or documentation relating thereto) and other proprietary material (collectively, the "Assigned Assets"), to the extent they are, as of the date hereof owned, leased or licensed by Seller.

2. Governing Law. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of Nebraska (without reference to the choice of law provisions of Nebraska law). The venue for any disputes concerning this Agreement shall be in Chicago, Illinois.

3. No Warranty. Except as set forth in the Asset Purchase Agreement, the Assigned Assets are assigned, transferred, conveyed and delivered hereunder without recourse, representation or warranty of any kind, whether express, implied or statutory.

4. Amendments. This Assignment may be neither amended nor any rights hereunder waived except by an instrument in writing signed by the parties hereto.

5. Headings. The headings in this Assignment are for the purpose of reference only and shall not limit or otherwise affect the meaning thereof.

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

7. Further Assurances. The parties shall promptly take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of the assignments and assumptions purported to be evidenced by this Assignment upon the reasonable request of any other party.

8. Severability. Any term or provision of this Assignment that is invalid or unenforceable will be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable any other provisions of this Assignment.

9. Successors and Assigns. This Assignment shall be binding upon and shall inure solely to the benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy under or by reason of this Assignment.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Seller and Buyer, intending to be legally bound hereby, have caused this instrument to be executed and delivered as of the date first written above.

SELLER:

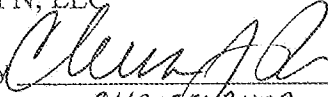
BOARD OF REGENTS OF THE  
UNIVERSITY OF NEBRASKA

By \_\_\_\_\_  
Name: James B. Milliken  
Title: President

Attest

By \_\_\_\_\_  
Name: Donal J. Burns  
Title: Corporation Secretary

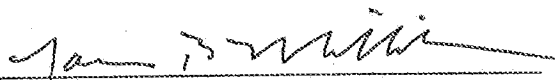
BUYER:

GPN, LLC  
By  \_\_\_\_\_  
Name: CHRISTOPHER PUCEK  
Title: PRESIDENT

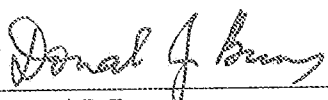
IN WITNESS WHEREOF, Seller and Buyer, intending to be legally bound hereby, have caused this instrument to be executed and delivered as of the date first written above.

SELLER:

BOARD OF REGENTS OF THE  
UNIVERSITY OF NEBRASKA d/b/a  
BOARD OF REGENTS OF THE  
UNIVERSITY OF NEBRASKA SYSTEM

By:   
Name: James B. Milliken  
Its: President

Attest

By:   
Name: Donal J. Burns  
Its: Corporation Secretary

BUYER:

WESTERN NEW YORK PUBLIC  
BROADCASTING ASSOCIATION

\_\_\_\_\_  
By:  
Name:  
Its:

{L0687184.1}

SCHEDULE A

DOMAIN NAMES

gpnstore.org	shopgpn.org
gpnstore.net	shopgpn.net
gpnstore.biz	shopgpn.com
gpnstore.com	shopgpn.biz


**SCHEDULE B**

**IP REGISTRATIONS**

**Copyright Registrations:**

Title	Reg. No. Reg. Date	Owner
About my community	PA1225779 December 19, 2003	Harcourt, Inc. & GPN
About my world	PA1225774 December 19, 2003	Harcourt, Inc. & GPN
Show me a story	PA600592 November 06, 1992	WQED; WGBH & GPN/NETV; [Great Plains Network/Nebraska Educational Telecommunications]; [WGBH Educational Foundation]; [QED Communications, Inc]

**Registered Trademarks:**

Country	Trademark	Description of Goods and Services	App. No. App. Date	Reg. No. Reg. Date	Status	Owner(s)
U.S. Federal	GPN 	Videotapes, video laserdiscs, CD ROMs, DVDs (digital video discs), movie films and photographic slide transparencies that contain educational and information media resources for primary, secondary, post-secondary, graduate and professional schools as well as libraries and home markets in curriculum areas of art, computers, cultural awareness, health, history, math, literacy, music, reading, science, social studies, study skills, writing and clinical demonstrations of dental and medical procedures	75575627 October 21, 1998	2328499 March 14, 2000	Registered	The Board of Regents of the University of Nebraska