

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Northwest Evaluation Association		07/01/2011	nonprofit corporation: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Educational Testing Service		
<b>Street Address:</b>	660 Rosedale Road, MS 23-C		
<b>City:</b>	Princeton		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08541		
<b>Entity Type:</b>	nonprofit, nonstock corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3010471	FOCUS ON STANDARDS	
<b>Registration Number:</b>	3343646	KEEPING LEARNING ON TRACK	
<b>Registration Number:</b>	3468952	KEEPING LEARNING ON TRACK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)526-5000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-526-6448		
<b>Email:</b>	janey.davidson@wilmerhale.com		
<b>Correspondent Name:</b>	Michael J. Bevilacqua, Esquire		
<b>Address Line 1:</b>	Wilmer Cutler Pickering Hale and DorrLLP		
<b>Address Line 2:</b>	60 State Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	1246400301		
<b>NAME OF SUBMITTER:</b>	Michael J. Bevilacqua		

OP \$90.00 3010471

900196074

**TRADEMARK**  
 REEL: 004574 FRAME: 0704

Signature:	/michael j. bevilacqua/
Date:	07/01/2011
Total Attachments: 9 source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif source=IP Security Agreement#page6.tif source=IP Security Agreement#page7.tif source=IP Security Agreement#page8.tif source=IP Security Agreement#page9.tif	

IP SECURITY AGREEMENT

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This is an **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, made this 1<sup>st</sup> day of July, 2011 (the "**Agreement**") between **NORTHWEST EVALUATION ASSOCIATION**, a non-profit corporation organized under the laws of the State of Oregon (the "**Debtor**"), and **EDUCATIONAL TESTING SERVICE**, a nonprofit, nonstock corporation, organized under the Education Law of the State of New York (the "**Secured Party**"). Capitalized terms used, but not otherwise defined herein shall have the meaning given to such terms in the Security Agreement (defined below).

RECITALS

A. The Debtor and the Secured Party are parties to that certain Security Agreement, dated as of July 1, 2011 (as the same may be amended and in effect from time to time, the "**Security Agreement**"), pursuant to which the Debtor has granted to the Secured Party a security interest in all of the Debtor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral, including without limitation the Intellectual Property Collateral (defined below).

B. The Security Agreement contemplates that the Debtor shall enter into one or more intellectual property security agreements or supplements or amendments thereto as the Secured Party may request to insure the attachment, perfection and priority of, and the ability of the Secured Party to enforce, the Secured Party's security interest in any and all Intellectual Property Collateral,

C. The Secured Party has requested that, as a condition to entering into the Purchase Agreement (as defined in the Security Agreement), the Debtor enter into this Agreement which may be recorded at the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, and the Debtor is willing to do so.

**NOW, THEREFORE**, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Debtor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure the Secured Obligations, the Debtor hereby grants and pledges to the Secured Party a security interest in all of the Debtor's right, title and interest in, to and under all intellectual property which is listed on **Schedule A** hereto, together with all goodwill of the business symbolized by the trademarks, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof, and all proceeds of each of the foregoing (including, without limitation, all license royalties and proceeds of infringement suits) (collectively the "**Intellectual Property Collateral**").

2. This security interest is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with

respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, and those which are now or hereafter available to the Secured Party as a matter of law or equity. Each right, power and remedy of the Secured Party provided herein or in the Security Agreement or any related documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Agreement, or any of related documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Party, of any or all other rights, powers or remedies.

3. The Debtor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement, or excerpts or copies hereof, as requested by the Secured Party.

*[The remainder of this page is intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

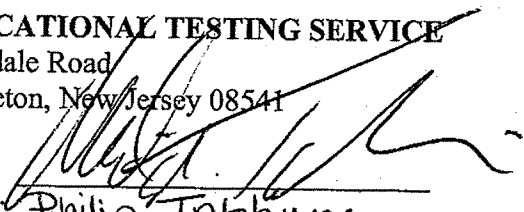
**DEBTOR:**

**NORTHWEST EVALUATION ASSOCIATION**  
121 NW Everett Street  
Portland, Oregon 97209

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Duly Authorized

**SECURED PARTY:**

**EDUCATIONAL TESTING SERVICE**  
Rosedale Road  
Princeton, New Jersey 08541

By:   
Name: Philip Tabbiner  
Title: Senior Vice President

*[Signature Page to Intellectual Property Security Agreement]*

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**DEBTOR:**

**NORTHWEST EVALUATION ASSOCIATION**

121 NW Everett Street  
Portland, Oregon 97209

By: \_\_\_\_\_

Name: JEFF STRICKLER

Title: V.P. + COO

Duly Authorized

**SECURED PARTY:**

**EDUCATIONAL TESTING SERVICE**

Rosedale Road  
Princeton, New Jersey 08541

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**SCHEDULE A**

**Debtor's Trademarks, Trademark Applications, Tradenames,  
Copyrights, and Copyright Applications**

**COPYRIGHTS/APPLICATIONS**

	<b><u>Title</u></b>	<b><u>TX Number</u></b>	<b><u>Registration Date</u></b>
1.	Keeping Learning on Track - Introductory Workshop Trainer Kit w/CD	6-574-060	5/25/2007
2.	Keeping Learning on Track - Teacher Learning Community Leader Workshop Trainer Kit w/CD	6-576-128	5/25/2007
3.	Keeping Learning on Track - TLC Leader Kit - Glossary of Assessment for Learning Techniques	6-831-652	1/3/2008
4.	Keeping Learning on Track - Integrating Assessment with Instruction through Teacher Learning Communities - TLC Leader Kit - Year 1 and TLC Leader Workshop Handouts	6-836-138	1/25/2008
5.	Keeping Learning on Track - Integrating Assessment with Instruction through Teacher Learning Communities - TLC Leader Kit - Year 2	6-836-139	1/25/2008
6.	Keeping Learning on Track - Integrating Assessment with Instruction through Teacher Learning Communities - Year Two Kickoff Workshop w/CD	6-836-140	1/25/2008
7.	Keeping Learning on Track - Year 2 Kickoff Workshop Participant Workbook; Introductory Workshop Handouts; TLC Leader Kit - Glossary of Assessment for Learning Techniques (3 Books)	6-839-466	1/25/2008
8.	Keeping Learning on Track - Training of Trainers Facilitator Notes and Participant Workbook and Training of Trainers Participant Workbook (2 Books)	6-858-396	9/14/2007
9.	Keeping Learning on Track - TLC Leader Handbook w/DVD	7-160-365	2/16/2010
10.	Keeping Learning on Track - KLT Teacher Workbook w/DVD	7-160-367	2/16/2010

11.	Keeping Learning on Track - Presenter Manual KLT Foundations w/DVD	7-160-403	2/16/2010
12.	Keeping Learning on Track - KLT Modules - Year 1 and Year 2	7-164-406	2/16/2010
13.	Research Rationale for the Keeping Learning on Track Program	7-248-880	8/23/2010
14.	Group registration for automated database titled ETS Formative Assessment Item Bank published updates from April 1, 2006 to June 30, 2006	6-438-569	7/3/2006
15.	Formative Assessment Item Bank Manual	6-467-568	11/24/2006
16.	Group registration for automated database titled ETS Formative Assessment Item Bank published updates from June 30, 2006 to September 28, 2007	7-035-610	10/25/2007
17.	Group registration for automated database titled ETS Formative Assessment Item Bank published updates from September 28, 2007 to November 20, 2008	7-161-561	2/18/2009
18.	Improving Student Achievement Through Structured Teacher Planning Time - A Workbook for Implementing Focus on Standards	6-297-430	12/2/2005
19.	Focus on Standards - Texas Essential Standards in English/Language Arts and Reading: Kindergarten - Grade Eight; Texas Essential Standards in High School English I - IV	6-377-045	6/28/2006
20.	Focus on Standards - New Jersey Essential Standards in Mathematics: Kindergarten - Grade Eight and High School Proficiency Assessment	6-377-046	6/28/2006
21.	Focus on Standards - Florida Essential Standards in Language Arts: Kindergarten - Grade Twelve	6-377-047	6/28/2006
22.	Focus on Standards - Missouri Essential Standards in Communication Arts: Kindergarten - Grade Twelve	6-377-048	6/28/2006
23.	Focus on Standards - New Jersey Essential Standards for Language Arts: Kindergarten - Grade Twelve	6-377-049	6/28/2006
24.	Focus on Standards - Virginia Essential Standards in Mathematics: Kindergarten - Grade Eight, Algebra I, Algebra II, and Geometry	6-377-050	6/28/2006
25.	Focus on Standards - Missouri Essential Standards in Mathematics: Kindergarten - Grade Twelve	6-381-473	6/28/2006



26.	Focus on Standards - Florida Essential Standards in Mathematics: Kindergarten - Grade Ten	6-381-474	6/28/2006
27.	Focus on Standards - Arkansas Essential Standards in Mathematics: Kindergarten - Grade Eight, Algebra I, and Geometry	6-381-475	6/28/2006
28.	Focus on Standards - New York Essential Standards for Language Arts: Pre-Kindergarten - Grade Twelve	6-393-090	6/28/2006
29.	Focus on Standards - Oklahoma Essential Standards in English Language Arts: Kindergarten - Grade Twelve	6-393-091	6/28/2006
30.	Focus on Standards - Oklahoma Essential Standards in Mathematics: Kindergarten - Grade Eight, Algebra I, Algebra II, and Geometry	6-393-092	6/28/2006
31.	Focus on Standards - Texas Essential Standards in Mathematics: Kindergarten - Grade Eight, Algebra I, Algebra II, Geometry, Grade Ten TAKS, and Grade Eleven TAKS Exit Level	6-393-093	6/28/2006
32.	Focus on Standards - New York Essential Standards in Mathematics: Pre-Kindergarten - Grade Eight, High School: Math A, and High School: Math B	6-393-094	6/28/2006
33.	Focus on Standards - Virginia Essential Standards in English: Kindergarten - Grade Twelve	6-393-095	6/28/2006
34.	Focus on Standards - Essential Standards for Language Arts: Kindergarten - Grade Twelve Arkansas Essential Standards for Language Arts	6-393-538	6/28/2006
35.	Focus on Standards - Essential Standards for Reading/Language Arts: Kindergarten - Grade Twelve California Essential Standards for Reading/Language Arts	6-409-110	6/30/2006
36.	Focus on Standards - Hawaii Target Standards in Language Arts: Kindergarten - Grade Twelve (HCPS II)	6-409-111	6/30/2006
37.	Focus on Standards - Essential Standards for English/Language Arts: Kindergarten - Grade Twelve Indiana Essential Standards for English/Language Arts	6-409-112	6/30/2006
38.	Focus on Standards - Nevada Essential Standards in English/Language Arts: Kindergarten - Grade Twelve	6-409-113	6/30/2006

39.	Focus on Standards - Ohio Essential Standards in Mathematics: Kindergarten - Grade Twelve	6-409-114	6/30/2006
40.	Focus on Standards - Nevada Essential Standards in Mathematics: Kindergarten - Grade Eight, Algebra, and Grade Twelve	6-409-115	6/30/2006
41.	Focus on Standards - Essential Standards for Mathematics: Kindergarten - Grade Eight, Algebra I, Algebra II, Geometry, and High School Exit Exam Indiana Essential Standards for Mathematics	6-409-116	6/30/2006
42.	Focus on Standards - Hawaii Target Standards in Mathematics: Kindergarten - Grade Eight, Pre-Algebra, Algebra I, Algebra II, and Geometry (HCPS II)	6-409-117	6/30/2006
43.	Focus on Standards - Essential Standards for Mathematics: Kindergarten - Grade Seven, Pre-Algebra/General Mathematics, Algebra, Algebra II, Geometry, and High School Mathematics (Summative) California Essential Standards for Mathematics	6-409-118	6/30/2006
44.	Focus on Standards - West Virginia Essential Standards in Reading/Language Arts: Kindergarten - Grade Twelve	6-409-119	6/30/2006
45.	Focus on Standards - Ohio Essential Standards in Language Arts: Kindergarten - Grade Twelve	6-409-120	6/30/2006
46.	Focus on Standards - West Virginia Essential Standards in Mathematics: Kindergarten - Grade Eight, Grade Ten, Algebra I, Algebra II, and Geometry	6-409-121	6/30/2006
47.	LearnerSnapshot - Version 1.1.1.0	7-179-884	9/17/2008
48.	LearnerSnapshot	7-179-885	9/17/2008
49.	Research Rationale for the LearnerSnapshot Service	7-248-883	8/23/2010

*[Continued on Next Page]*

TRADEMARKS/APPLICATIONS

<i>Mark</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
Focus on Standards®	3,010,471	Nov. 1, 2005
Keeping Learning on Track®	3,343,646	Nov. 27, 2007
Keeping Learning on Track®	3,468,952	July 15, 2008

PATENTS/APPLICATIONS

<i>Title</i>	<i>Patent No.</i>	<i>Issue Date</i>
Cognitive / Non-cognitive Ability Analysis Engine	US 7,878,810 B2	Feb. 1, 2011