

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
PrepMe, LLC		02/09/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Naviance, Inc.		
Street Address:	1850 K Street NW, Suite 1000		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20006		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4011783	COURSIFICATION	
Registration Number:	3201426	PREPME.COM	
Registration Number:	3193679	PREPME	
Registration Number:	3809391	PRECOCIOUS	
CORRESPONDENCE DATA			
Fax Number:	(513)891-2100		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	513-891-2100		
Email:	fred.gribbell@ieee.org		
Correspondent Name:	Frederick H. Gribbell		
Address Line 1:	6675 Taylor Road		
Address Line 2:	Frederick H. Gribbell, LLC		
Address Line 4:	Cincinnati, OHIO 45248		
ATTORNEY DOCKET NUMBER:	NAV0401		

OP \$115.00 4011783

NAME OF SUBMITTER:	Frederick H. Gribbell
Signature:	/fhg/
Date:	04/05/2012
Total Attachments: 4 source=nav0401_TMassignment#page1.tif source=nav0401_TMassignment#page2.tif source=nav0401_TMassignment#page3.tif source=nav0401_TMassignment#page4.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of February 9, 2012 (this "Assignment") by and between Naviance, Inc., a Delaware corporation ("Assignee"), and PrepMe, LLC, a Delaware limited liability company ("Assignor").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), between Assignee and Assignor, Assignor has agreed to assign to Assignee all right, title and interest in and to the Intelliworks name and mark and those applications and registrations listed on attached Schedule A, together with the goodwill associated therewith (the "Marks"); and

WHEREAS, Assignor wishes to assign the Marks to Assignee and Assignee wishes to accept the Marks from Assignor.

NOW, THEREFORE, in consideration of the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all right, title, and interest in and to the Marks.
2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Marks, will be held and enjoyed by Assignee and its successors, assigns and other legal representatives.
3. Further Assurances. Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required to perfect Assignee's ownership of or title to the Marks.
4. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.
5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any of the conflict of law rules thereof.
6. Effective Date. This Assignment shall be effective as of the Closing.
7. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or other electronic delivery will be effective as delivery of a manually executed counterpart of this Assignment.

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

NAVIANCE, INC.

By: 
Name: Stephen M. Smith
Title: President

PREPME, LLC

By: _____
Name:
Title:

Signature page to Trademark Assignment

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above:

NAVIANCE, INC.

By: _____
Name: Stephen M. Smith
Title: President

PREPME LLC

By: Karan Goel
Name: Karan Goel
Title: President

Signature page to Trademark Assignment

SCHEDULE A

Jurisdiction	Trademark	Reg. No. / Ser. No.
U.S.	COURSIFICATION	4,011,783
U.S.	PREPME.COM	3,201,426
U.S.	PREPME	3,193,679
U.S.	PRECOCIOUS	3,809,391
U.S.	COURSIFY	85,217,417
U.S.	NAME YOUR SCORE	77,749,302