

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414690

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|---|--|---|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Computerized Assessments and Learning, LLC | | 02/01/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Educational Testing Service | | |
| Street Address: | Rosedale Road | | |
| City: | Princeton | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 08541 | | |
| Entity Type: | Non-Profit Corporation: NEW YORK | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87143160 | LEVEL 12 ENTERPRISE ASSESSMENT PLATFORM | |
| Serial Number: | 87143138 | LEVEL 12 | |
| Serial Number: | 86435689 | SPARKT | |
| Serial Number: | 86435681 | SPARQUE | |
| Serial Number: | 86435656 | SPARKED | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2127557306 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 1.216.586.3939 | | |
| Email: | NYTEF@JONESDAY.COM | | |
| Correspondent Name: | Carrie L. Kiedrowski, Esq. | | |
| Address Line 1: | 250 Vesey Street | | |
| Address Line 2: | Jones Day | | |
| Address Line 4: | New York, NEW YORK 10281-1047 | | |
| NAME OF SUBMITTER: | Carrie L. Kiedrowski | | |
| SIGNATURE: | /Carrie L. Kiedrowski/ | | |
| DATE SIGNED: | 02/02/2017 | | |
| Total Attachments: 5 | | | |

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT AND THE ATTACHED SCHEDULE (the "**Assignment**") is executed and delivered February 1, 2017 ("**Effective Date**"), between Computerized Assessments and Learning, LLC, a Delaware limited liability company ("**Assignor**"), and Educational Testing Service, a nonprofit, nonstock corporation organized under the Education Law of the State of New York ("**Assignee**").

WHEREAS, Assignee indirectly owns 100% of the limited liability company interests of Assignor and each of Assignor and Assignor's direct parent entity (ETS Tech, LLC/sole member) is treated as a disregarded entity for U.S. federal income tax purposes.

WHEREAS, Assignee is currently in the process of winding up and dissolving Assignor and Assignor's direct parent entity.

WHEREAS, in connection with the eventual winding up and dissolution of Assignor and Assignor's direct parent entity, and pursuant to the ASSIGNMENT AND ASSUMPTION AGREEMENT, Assignor and Assignee desire to transfer certain assets of Assignor to Assignee. Assignor has agreed to grant, transfer, assign, convey and deliver to Assignee all of Assignor's rights, including common law rights, to the trademarks set forth in the attached Schedule and the goodwill associated therewith and symbolized whereby and all registrations, applications, renewals and extensions thereof (the "**Assigned Trademarks**");

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Assignment and the ASSIGNMENT AND ASSUMPTION AGREEMENT and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Assignment**. Assignor hereby irrevocably grants, transfers, assigns, conveys and delivers to Assignee, and Assignee hereby accepts, all of the Assignor's right, title and interest in and to the Assigned Trademarks, including any and all rights and actions for past infringement or misappropriation, royalties, fees, income, payments or other proceeds and any other rights, held or enjoyed by Assignor, its successors or assigns that have accrued in connection with the Assigned Trademarks.
2. **Recordation and Further Actions**. Assignor hereby authorizes and requests that the Commissioner for Trademarks in the United States Patent and Trademark Office and any other similar government authority to record and register this Assignment and record Assignee as owner of the Assigned Trademarks, upon request by Assignee. Assignor shall take such steps and actions, execute and deliver such further instruments and provide such cooperation and assistance to Assignee, as Assignee may deem necessary to further effect, evidence or perfect this Assignment.
3. **Binding Effect**. This Assignment shall be binding upon and inure to the benefit of and is enforceable by the parties and their respective successors and assigns.

4. **Governing Law.** This Agreement shall be governed by and construed under and in accordance with the Law of the State of New York without regard to any contrary result otherwise required under applicable conflict or choice of law rules.
5. **Counterparts; Electronic Transmission.** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A signature delivered by electronic or .pdf transmission will be considered an original signature.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement to be effective as of the **Effective Date**.

**COMPUTERIZED ASSESSMENTS AND
LEARNING, LLC**

By: *Az Windell*
Name: *Aaron Wiershialek*
Title: *CEO*

EDUCATIONAL TESTING SERVICE


By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement to be effective as of the **Effective Date**.



**COMPUTERIZED ASSESSMENTS AND
LEARNING, LLC**

By: _____
Name:
Title:

EDUCATIONAL TESTING SERVICE

By:  _____
Name: DANIEL WAKEMAN
Title: VP & CIO

SCHEDULE TO TRADEMARK ASSIGNMENT AGREEMENT

| Mark | Registration No. | Serial No. | Country |
|---|------------------|--|---------------|
| LEVEL 12 ENTERPRISE ASSESSMENT PLATFORM | N/A | 87143160 | United States |
| LEVEL 12 | N/A | 87143138 | United States |
| SPARKT | N/A | 86435689 | United States |
| SPARQUE | N/A | 86435681 | United States |
| SPARKED | N/A | 86435656 | United States |
| CAL COMPUTERIZED ASSESSMENTS & LEARNING | N/A | Common Law Only – Unregistered Mark | United States |
|  | N/A | Common Law Only – Unregistered Mark | United States |
|  | N/A | Common Law Only – Unregistered Mark | United States |