

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM473005

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VISIBLE LEARNING LIMITED PARTNERSHIP		05/01/2018	Limited Partnership: NEW ZEALAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Corwin Press, Inc.		
<b>Street Address:</b>	2455 Teller Road		
<b>City:</b>	Thousand Oaks		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91320		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4248475		
<b>Registration Number:</b>	4248473	VISIBLE LEARNING PLUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2139292525		
<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>			
<b>Phone:</b>	213-929-2500		
<b>Email:</b>	ipladocket@swlaw.com		
<b>Correspondent Name:</b>	Dax Alvarez		
<b>Address Line 1:</b>	400 East Van Buren Street		
<b>Address Line 2:</b>	Suite 1900		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004-2202		
<b>ATTORNEY DOCKET NUMBER:</b>	69263.00005		
<b>NAME OF SUBMITTER:</b>	Dax Alvarez		
<b>SIGNATURE:</b>	/Dax Alvarez/		
<b>DATE SIGNED:</b>	05/07/2018		
<b>Total Attachments: 5</b>			
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## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and entered into as of May 1, 2018 (the "Effective Date"), by and between Visible Learning Limited Partnership, a New Zealand limited partnership having a place of business at Level 2, Eden 1, 18 Normanby Road, Mt. Eden, Auckland New Zealand 1024 ("Assignor") and Corwin Press, Inc., a Delaware corporation having a place of business at 2455 Teller Road, Thousand Oaks, California 91320 ("Assignee"). All capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in that certain Asset Purchase Agreement dated April 4, 2018, by and between Assignor and Assignee (the "Agreement").

WHEREAS, pursuant to the Agreement, Assignor has agreed to assign to Assignee all of the Assignor's rights, title and interests in and to the trademarks and the registrations therefore identified on Schedule A (hereinafter collectively referred to as the "Marks").

WHEREAS, in order to effectuate Assignor's assignment of its entire rights, title and interests in and to the Marks and the goodwill appurtenant thereto, to Assignee, Assignor is executing this instrument of Assignment.

NOW, THEREFORE, in consideration of the Agreement, the sum of US \$100.00 (one hundred US dollars), and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Assignor, Assignor does hereby sell, assign, convey and transfer unto Assignee, its successors, assigns and legal representatives, its full and entire rights, title and interests in and to the Marks identified in said Schedule A, and the attendant goodwill symbolized by the foregoing, the same to vest in Assignee, including, without limitation, the ownership of all causes of action for, and claims for damages by reason of, the infringement of any of the Marks by other parties, which causes of action and claims arose prior to the date of execution hereof.

Assignor hereby represents and warrants to the best of its knowledge, (i) it is the sole owner of the Marks and the goodwill associated therewith, and the registrations relating thereto; (ii) the applications for registration thereof were not filed fraudulently or contrary to any provision of the trademark laws of the respective countries; (iii) the applications for registration thereof are not the subject of any opposition proceedings in the United States or any of the respective jurisdictions; (iv) it has granted no licenses to any other party to use the Marks; (v) it is not a party to any prior agreement nor has made any informal commitment or reached any understanding with any other person or legal entity relating to the Marks which would be breached or otherwise violated by the foregoing Assignment of the Marks. In this connection, Assignor states that it makes no other representations or warranties whatsoever, expressed or implied, except as specifically set forth hereinabove.

Assignor hereby agrees that Assignee shall have the right, at its sole cost and expense, to record this instrument of assignment with the United States Patent and Trademark Office and with any other agency, office or authority in any and all other jurisdictions and countries of the world, so as to establish Assignee as owner of record of the Marks.

Assignor further agrees, at the request of Assignee and at Assignee's sole cost and

expense, to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office and with any other agency, office or authority in any and all other jurisdictions and countries of the world, so that Assignee's ownership of the Marks is duly made of record.

This Assignment shall be subject to the terms, conditions and covenants set forth in the Agreement and, in the event that any provision of this Assignment is construed to conflict with a provision in the Agreement, the provision in the Agreement shall be deemed to be controlling. This Assignment shall be governed by and construed in accordance with the laws of the State of California. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Nothing in this Assignment, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm or corporation other than Assignor and Assignee, their successors and assigns, any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this instrument shall be for the sole and exclusive benefit of Assignor and Assignee, their successors and assigns.

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IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the Effective Date.

VISIBLE LEARNING LIMITED PARTNERSHIP

CORWIN PRESS, INC.

(Assignor)

(Assignee)

By: *Chris C. Hickok*

By: *Steven M. Eden*

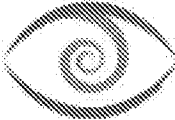

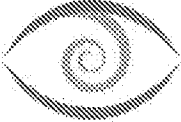

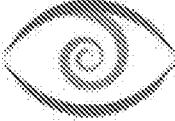



Name: Chris Hickok





Name: Steven M. Eden

Title: Executive Vice President & CFO

Title: Vice President & General Counsel

SCHEDULE A

Country	Official number	Trade Mark	Status	Classes	Registration Date	Next Renewal Date
Australia	1442601		Registered	09, 16, 35, 36, 41, 42	12-Mar-2012	15-Aug-2021
Australia	1442600	 visible learning <sup>SM</sup>	Registered	09, 16, 35, 36, 41, 42	07-Mar-2012	15-Aug-2021
Canada	TMA882433		Registered	09, 16, 35, 36, 41, 42	18-Jul-2014	18-Jul-2029
Canada	TMA882432	 visible learning <sup>SM</sup>	Registered	09, 16, 35, 36, 41, 42	18-Jul-2014	18-Jul-2029
European Union Intellectual Property Office	010410892		Registered	09, 16, 35, 36, 41, 42	14-May-2012	27-Oct-2021
European Union Intellectual Property Office	010410884	 visible learning <sup>SM</sup>	Registered	09, 16, 35, 36, 41, 42	15-May-2012	27-Oct-2021
New Zealand	837820		Registered	09, 16, 35, 36, 41, 42	31-Aug-2011	28-Feb-2021
New Zealand	837819	 visible learning <sup>SM</sup>	Registered	09, 16, 35, 36, 41, 42	31-Aug-2011	28-Feb-2021

Norway	264543		Registered	09, 16, 35, 36, 41, 42	20-Mar- 2012	05-Dec- 2021
Norway	264545		Registered	09, 16, 35, 36, 41, 42	20-Mar- 2012	05-Dec- 2021
United States	4248475		Registered	09, 16, 35, 41, 42	27-Nov- 2012	27-Nov- 2022
United States	4248473		Registered	09, 16, 35, 41, 42	27-Nov- 2012	27-Nov- 2022