

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM380635

<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>
Headwaters Software, Inc.		09/10/2015	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jones & Bartlett Learning, LLC		
<b>Street Address:</b>	5 Wall Street		
<b>City:</b>	Burlington		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01803		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4224345	30	
<b>Registration Number:</b>	4228843		
<b>Registration Number:</b>	4228844		
<b>Registration Number:</b>	4232481	A+	
<b>Registration Number:</b>	4331705		
<b>Registration Number:</b>	3010775	FISDAP	
<b>Serial Number:</b>	86100561	EUREKA	
<b>Serial Number:</b>	86100602	EUREKA GRAPH	
<b>Serial Number:</b>	86100625	EUREKA POINT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173382880		
<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>	617-338-2803		
<b>Email:</b>	trademark@sandw.com		
<b>Correspondent Name:</b>	Lawrence R. Robins, Sullivan & Worcester		
<b>Address Line 1:</b>	One Post Office Square		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	24858.0001		

CH \$240.00 4224345

<b>NAME OF SUBMITTER:</b>	Lawrence R. Robins
<b>SIGNATURE:</b>	/Lawrence R. Robins/
<b>DATE SIGNED:</b>	04/14/2016
<b>Total Attachments: 3</b> source=Trademark Assignment of Headwaters Software_09 10 2015_Fully Executed to Jones & Bartlett Learning, LLC#page1.tif source=Trademark Assignment of Headwaters Software_09 10 2015_Fully Executed to Jones & Bartlett Learning, LLC#page2.tif source=Trademark Assignment of Headwaters Software_09 10 2015_Fully Executed to Jones & Bartlett Learning, LLC#page3.tif	

**ASSIGNMENT OF HEADWATERS SOFTWARE, INC. TRADEMARKS**

THIS ASSIGNMENT OF HEADWATERS SOFTWARE, INC. TRADEMARKS (“**Trademark Assignment**”) is made as of this 10th day of September, 2015 by Headwaters Software, Inc., a Minnesota corporation ("**Assignor**") to Jones & Bartlett Learning, LLC, a Delaware limited liability company (the "**Assignee**").

**WHEREAS**, Assignee and Assignor are parties to an Asset Purchase Agreement dated as of September 10, 2015 (the "**Purchase Agreement**") providing, among other things, that Assignor transfers to Assignee certain assets, properties and rights owned by Assignor, on the terms and conditions set forth in the Purchase Agreement; and

**WHEREAS**, Assignor is the owner of the registered trademarks and trademark applications identified on **Schedule A** annexed hereto and made a part hereof.

**NOW, THEREFORE**, Assignor hereby assigns and transfers to Assignee, its successors and assigns, all of Assignor’s right, title and interest in and to the trademarks listed on **Schedule A**, including the trademark registrations and trademark applications identified on **Schedule A**, or any phonetic equivalent thereof, in any style, font, or design, together with the goodwill appurtenant to the marks, and all rights under any claim which arose under the marks at any time prior and up to the time of this conveyance.

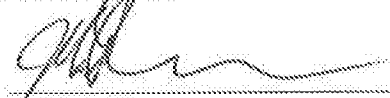
Assignor agrees to execute all such instruments and take all such actions as Assignee, being advised by counsel, shall reasonably request to secure to Assignee, its successors and assigns, the rights herein assigned at Assignee’s sole cost and expense.

This Trademark Assignment is being entered into and delivered pursuant to and subject to the terms and conditions set forth in the Purchase Agreement, and is to be construed in a manner consistent with the terms and conditions of the Purchase Agreement. The execution and delivery of this Trademark Assignment shall not impair or diminish any of the rights or obligations of any of the parties to the Agreement as set forth therein, and neither the representations and warranties nor the rights and remedies of any party under the Purchase Agreement shall be deemed to be enlarged, reduced, modified or altered by reason of the terms of this Trademark Assignment. In the event of any conflict between the terms and provisions of the Purchase Agreement and this Trademark Assignment, the terms and provisions of the Purchase Agreement will prevail and control.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed under seal as of the date first above written.

Headwaters Software, Inc.,  
a Minnesota corporation

By:



Michael Johnson  
Chief Executive Officer

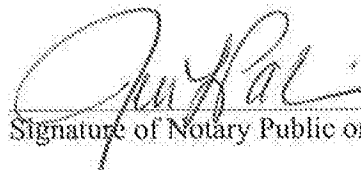
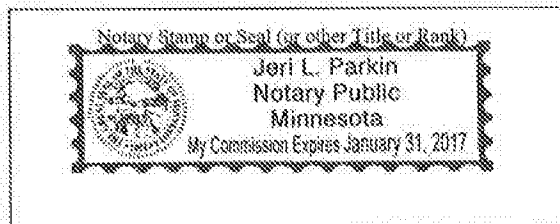
STATE OF MINNESOTA

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ss.

COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of September, 2015 by Michael Johnson, the Chief Executive Officer of Headwaters Software, Inc., a Minnesota corporation, on behalf of the corporation.



Signature of Notary Public or Other Official

**Schedule A to Headwaters Software, Inc. Trademark Assignment**

**Federal trademark registrations of Headwaters Software, Inc. are listed below.**

Trademarks	Serial Number	Registration Number	Filing Date
Fisdap Scheduler	85411520	4224345	August 31, 2011
Fisdap Skills Tracker	85411564	4228843	August 31, 2011
Fisdap Study Tools	85411721	4228844	August 31, 2011
Fisdap Exams	85411602	4232481	August 31, 2011
Fisdap Preceptor Training	85723002	4331705	September 7, 2012
Fisdap Logo	78385754	3010775	March 17, 2004

**Federal trademark pending applications of Headwaters Software, Inc. are listed below.**

Trademark Pending Applications	USPTO Serial Number	Filing Date
Eureka	86100561	October 24, 2013
Eureka Graph	86100602	October 24, 2013
Eureka Point	86100625	October 24, 2013

**Common law Trademarks:**

1. Headwaters Software
2. Open Airways
3. Open Airways: Stories from the back of the ambulance
4. Fisdap Research Summit
5. Research 101
6. Entrance Exam Shield
7. The Fisdap Robot
8. FISDAP