

# EXHIBIT 1

INSTRUMENT OF ASSIGNMENT

INSTRUMENT OF ASSIGNMENT, dated as of January 15, 2010, is by and between Mythili Sridhar & Sridhar Iyer (collectively, "Assignor") and LoudCloud Systems, Inc, a Delaware corporation (the "Assignee").

WHEREAS, the Assignor wishes to assign to the Assignee certain intellectual property rights of the Assignor in consideration of payment of \$50,000 by the Assignee, and

WHEREAS, the Assignee wishes to acquire such intellectual property rights, all as more fully set forth herein;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee agree as follows:

1. Assigned Assets. The Assignor hereby contributes, assigns, transfers and conveys to the Assignee any and all right, title and interest he/she may have (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in and to any Inventions, Works and Work Product (each as defined below) arising out of the Assignor's services to the Assignee prior to the date hereof, related to the technologies as shown on Exhibit A attached hereto (collectively, the "Assigned Assets"). As used herein, (i) "Inventions" means all ideas, inventions, discoveries and improvements thereof, whether patentable or not, (ii) "Works" means all copyrightable works of authorship, including without limitation computer software, books, manuals and derivative versions thereof, and (iii) "Work Product" means all work product resulting from the personal efforts of the Assignor, independently or with others, including but not limited to all business plans, marketing and sales plans, customer and supplier lists, computer programs, files, renderings, sketches, schematics, photographs, notes, drawings, and all material created as part of the Work Product or as part of the process of creating the Work Product.

2. Acceptance of Assignment. The Assignee hereby accepts the assignment to it of the Assigned Assets.

3. Further Acts. Each of the Assignor and Assignee agrees to execute and deliver to the other party, if the other party so requests, such further instruments, documents and agreements as may be reasonably necessary or appropriate to complete or further evidence either the foregoing assignment or the foregoing assumption.

4. Miscellaneous.

4.1 If any provision of this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability in every other respect of such provision and of the remaining provisions shall not in any way be affected or impaired thereby. If a court determines that any provision herein is invalid, illegal or unenforceable, for any reason, such provision shall be deemed amended to the extent necessary to comply with such

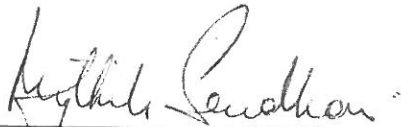


determination, and such provision, as so amended, shall be valid and binding as though the invalid, illegal or unenforceable portion had not been included herein.

4.2 The Assignor recognizes that irreparable injury, which could not be adequately compensated by money damages, may result to the Assignee if the Assignor breaches the promises the Assignor has made in this Agreement, and that the Assignee's payment of the consideration is based on those promises. The Assignor therefore agrees that in the event of the Assignor's breach or threatened breach of any of those promises, the Assignee shall be entitled to injunctive or other equitable relief restraining such breach or threatened breach, without having to prove (beyond entering this Agreement into evidence) either the fact of irreparable injury or the inadequacy of money damages. Such relief shall be without prejudice to any other remedy to which the Assignee may be entitled.

4.3 This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors, assigns and legal representatives, may be amended only in writing, and shall be construed, interpreted and enforced in accordance with the internal laws of the State of Delaware without regard to any applicable conflicts of laws.

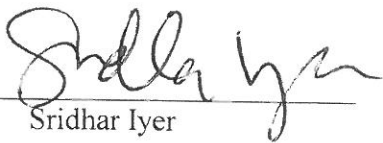
THE ASSIGNOR UNDERSTANDS AND ACKNOWLEDGES THAT THIS AGREEMENT AFFECTS SIGNIFICANT LEGAL RIGHTS. THE ASSIGNOR HAS READ AND FULLY UNDERSTANDS EACH PROVISION OF THIS AGREEMENT. THE ASSIGNOR HAS HAD THE OPPORTUNITY TO CONSULT, TO THE EXTENT DESIRED, WITH AN ATTORNEY OF THE ASSIGNOR'S OWN CHOOSING.



Mythili Sridhar

\_\_\_\_\_  
(for LoudCloud Systems Inc)

Name:



Sridhar Iyer

Exhibit A to Assignment Agreement  
List of Intellectual Property

1) Interactive E-Learning System and Method Using Sharable Electronic Notebook, Provisional Patent Application submitted to USPTO on October 5, 2007, Application Number 60977726, EFS ID 2284336, Confirmation Number 9839.

A working prototype of the system described in the above document consists of Study Hall app on Facebook and the accompanying website with a course builder wizard for teachers at [www.grpbook.com](http://www.grpbook.com).

2) Single Click Support for Curriculum

US Patent Application Number US 2009/0202970 A1 published on Aug 13, 2009. Provisional application no. 61/026911 filed on Feb 7, 2008. PCT (international) application filed on Feb 06, 2009.

Software systems partially based on the above patent application and accessible at [www.socraticacademy.com](http://www.socraticacademy.com) and [www.socraticlearning.com](http://www.socraticlearning.com). These website contain to 68,313 lines of code written in Java, 20,367 lines of code written in JSP and 44,803 lines of code written in PHP. In addition a whiteboard written in Flash/ActionScript/Flex is also included as part of the system.

3) A Highlighting and Annotation System for Effective Video Based Educational Content, Provisional Patent Application submitted to USPTO on Nov 10, 2009. Application Number 61259889, EFS ID 6428734, Confirmation Number: 1391

A Method and Apparatus for Creating Collective Book-Marks and Searchable Indices for Online Videos, Provisional Patent Application submitted to USPTO on Dec 18, 2009. Application Number 61288013, EFS ID 6671069, Confirmation Number: 2001

A working prototype based on above applications at [www.grptube.com](http://www.grptube.com) which allows a user to create bookmarks for YouTube based videos and share the same with friends on Facebook.

4) Internet based Highly Differentiated Learning Support System and Method, Provisional Patent Application submitted to USPTO on Jan 7, 2010. Application Number 61292984, EFS ID 6768103, Confirmation Number: 3679.



5) Web based educational modules incorporating CNXML technologies developed at Rice University, Houston and accessible at:

<http://cnx.org/content/m32662/latest>

<http://cnx.org/content/m32665/latest>

Designed to demonstrate selection of paragraphs/lines within a large document and sharing the same with friends for enhanced learning.

