

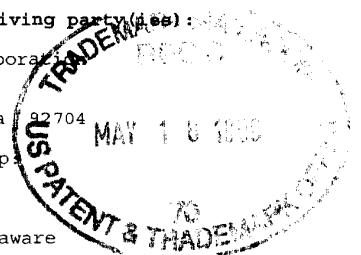
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Commissioner of Patents and Trademarks: PLEASE record the attached original documents or copy thereof



1. Name of conveying party(ies):
John M. Shanahan
660 Newport Center
Suite 700
Newport Beach, California 92660

John H. Herlihy
2806 Lafayette
Newport Beach, California 92663

2. Name and address of receiving party(ies):
Gateway Learning Corpora
2900 S. Harbor Blvd.
Suite 202
Santa Ana, California 92704

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: Delaware
 Other

Individual(s) citizenship
 Association:
 General Partnership:
 Limited Partnership:
 Corporation - State: Delaware
 Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached:

Yes No
(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached?
 Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name

Other:

Execution Date: 10/14/96

4. Application number(s) or registration number(s):

A. Trademark Application No. (s)
74/702,317 Filed: July 17, 1995
Additional numbers attached? No.

B. Trademark Registration No. (s)
Issued
 Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Michael D. Fishman
Rader, Fishman & Grauer PLLC
1533 North Woodward Avenue
Suite 140
Bloomfield Hills, Michigan 48304
(248) 594-0650

6. Total number of applications and registrations involved: One (1)

7. Total fee (37 CFR 3.41).....\$40.00

Enclosed
 Authorized to be charged to deposit account.

8. Deposit Account Number: 18-0013
(Attach duplicate copy of this page if using deposit account)

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael D. Fishman
Name

Signature

May 12, 1998
Date

Total number of pages comprising cover sheet 4

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WHEREAS, JOHN M. SHANAHAN, a United States citizen, having an address at 660 Newport Center, Suite 700, Newport Beach, California 92660 and JOHN H. HERLIHY, a United States citizen, having an address at 2806 Lafayette, Newport Beach, California 92663, (the "ASSIGNORS"), are owners of 100% of the stock of Gateway Educational Products, Ltd., a Delaware corporation ("GATEWAY");

WHEREAS GATEWAY is an ongoing and existing business engaged in the business of creating, producing, and marketing certain educational materials;

WHEREAS ASSIGNORS are the officers and directors of GATEWAY and have been employed by GATEWAY in the day-to-day conduct of GATEWAY's business;

WHEREAS ASSIGNORS are the joint owners of the entire right, title and interest in and to the trademarks set forth in Exhibit A, the goodwill appurtenant to said marks, and the United States Trademark Registrations and Applications for said marks and the rights at common law in and to said marks;

WHEREAS ASSIGNORS have either utilized said marks in conjunction with the operations and ongoing business of GATEWAY and/or intend to utilize said marks in conjunction with the operations and ongoing business of GATEWAY;

WHEREAS ASSIGNORS and GATEWAY are desirous of selling, assigning, transferring, and conveying to GATEWAY LEARNING CORPORATION, a Delaware corporation, having offices at 2900 S. Harbor Blvd., Ste. 202, Santa Ana, California 92704 (the "ASSIGNEE") the entire business of GATEWAY including substantially all of the assets of GATEWAY;

WHEREAS ASSIGNORS have filed intent-to-use trademark applications, set forth in the attached Exhibit A, in the United States Patent and Trademark Office with the intent to license said trademarks to GATEWAY;

WHEREAS ASSIGNORS desire to assign said trademarks and trademark applications to ASSIGNEES so that they follow the associated business of GATEWAY;

WHEREAS, ASSIGNEE is desirous of acquiring ASSIGNORS' entire right, title and interest in and to said trademarks, appurtenant goodwill, the federal trademark registrations and applications for said marks and rights at common law in and to said marks;

NOW, THEREFORE, in consideration of the premises, the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS agree to sell, assign, transfer and convey, and by this instrument hereby sell, assign, transfer and convey to ASSIGNEE, its successors, legal representatives and assigns, ASSIGNORS' entire right, title and interest in and to each of the trademarks and trademark applications identified in Exhibit A, the goodwill of the business appurtenant to and connected with the marks, the United States Trademark Registrations and Applications for said marks, and all ASSIGNORS' rights at common law in the marks; and ASSIGNORS further assign, transfer, sell and convey to ASSIGNEE, its successors, legal representatives and assigns, ASSIGNORS' right to apply for, register, renew, protect, defend and enforce any and all ASSIGNORS' rights to the said trademarks including ASSIGNORS' right to sue for past infringement, the right to enforce any and all trademarks rights of ASSIGNORS and causes of action therefor, presently known or unknown and inuring to ASSIGNEE, and ASSIGNORS' right to recover all claims for damages or for compensation for past infringement arising out of any cause of action, whether presently known, unknown, accrued or to accrue.

ASSIGNORS agree to cooperate fully with ASSIGNEE (at no cost to ASSIGNOR and without further consideration to ASSIGNOR) in connection with perfecting the transfer of all rights to and the vesting of full and complete title in ASSIGNEE, enforcing and defending the rights transferred, and executing any and all instruments deemed by ASSIGNEE to be necessary or desirable to implement and accomplish the transfer, enforcement and/or defense of rights granted by ASSIGNORS hereunder.

IN WITNESS WHEREOF, ASSIGNORS have executed this Assignment and have hereto set their hands.

"ASSIGNOR" - JOHN M. SHANAHAN

John M. Shanahan

 John M. Shanahan

Dated: 10-14-96

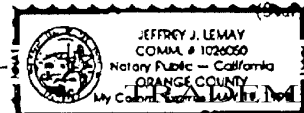
STATE OF CALIFORNIA)
) ss:
 COUNTY OF Orange)

On October 14, 1996, before me, the undersigned Notary Public, personally appeared JOHN M. SHANAHAN, and personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Jeffrey J. Lemay

 Notary Public



(continued on Page 2)

"ASSIGNOR" - JOHN H. HERLIHY

John H. Herlihy
John H. Herlihy

Dated: 10-14-96

STATE OF CALIFORNIA)
COUNTY OF Orange) ss:

On October 14, 1996, before me, the undersigned Notary Public, personally appeared JOHN H. HERLIHY, and personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Jeffrey J. Lemay
Notary Public

(Seal)

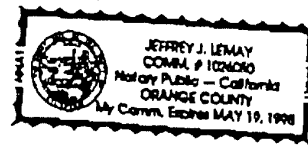


EXHIBIT A
UNITED STATES - SHANAHAN & HERLIHY

Applications

	<u>Application Serial No.</u>	<u>Filing Date</u>	<u>Mark</u>	<u>International Class</u>
1.	476765	January 5, 1994	1-800-222-3334	16
2.	702317	July 17, 1995	1-888-ABCDEFG	16