

06-11-1998

COVER SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commiss

100734534

and the attached original documents or copy thereof.

1. Name of conveying party(ies):

Career Solutions Training Group

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State of Pennsylvania
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: December 1, 1997

2. Name and address of receiving party(ies)

Name: Scholastic Inc.

Internal Address:

Street Address: 555 Broadway

City: NYC State: NY ZIP: 10012

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State New York
☐ 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,085,759

Additional numbers attached? ☐ Yes ☒ No

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

Name: Paul LePore

Internal Address:

Frankfurt Garbus Klein & Selz

Street Address: 488 Madison Avenue

City: NYC State: NY ZIP: 10022

6. Total number of applications and registrations involved: 1

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

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Paul LePore

Name of Person Signing

Signature

Total number of pages including cover sheet, attachments, and document: 1

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark ("Assignment") is by and between **Career Solutions Training Group**, a Pennsylvania corporation, with its principal office at 13 East Central Avenue, Paoli, Pennsylvania 19301 ("Assignor"), and **Scholastic Inc.**, a New York corporation with its principal office at 555 Broadway, New York, New York 10012-3999 ("Assignee"), effective as of December 1, 1997.

Whereas, Assignor has used and is using in its business and practice, and Assignor claims to own all of the entire right, title and interest in and to the trademark "REAL LIFE" in stylized letters for an educational newspaper in the field of workplace ethics and employability skills, and the goodwill signified thereby (the "Mark");

Whereas, the Assignor is the record owner of, and Assignor owns all of the entire right, title and interest in and to, U.S. Trademark Registration No. 2,085,759 issued August 5, 1997 for the Mark for "an educational newspaper in the field of workplace ethics and employability skills" (the "Registration");

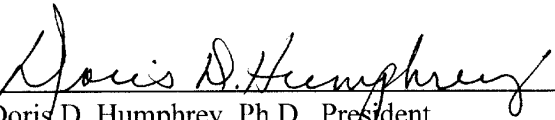
Whereas, Assignee is desirous of acquiring, to the extent there is any, and Assignor agrees to assign and transfer to Assignee, all of Assignor's rights in and to the Mark and Registration, including but not limited to any common law rights, all goodwill with respect to the Mark and Registration and any related rights, and it is desired that the assignment of the Mark and the Registration be made of record in the U.S. Patent and Trademark Office, and any and all other appropriate authorities and agencies; and

Whereas, Assignor has not pledged, assigned or licensed the Mark or Registration to any third party, there are no prior encumbrances on the Registration or Mark and to the best of Assignor's knowledge, no other party makes a claim of ownership to the Mark or Registration.

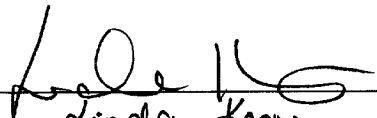
Now, Wherefore, in consideration of the sum One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest now or ever owned in and to the Mark and the Registration throughout the world, including all common law rights and the goodwill symbolized by said Mark and Registration.

In Witness Whereof, intending to be legally bound, the parties have caused this Assignment to be executed effective as of the date stated above.

Career Solutions Training Group ("Assignor")

by 
Doris D. Humphrey, Ph.D., President

Scholastic Inc. ("Assignee")

by 
Name Linda Kacs Title V. President, Publisher