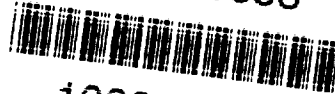


12-04-1998

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checked original documents or copy thereof.

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies):
Sundance Publishing Limited Partnership
234 Taylor Road
Littleton, MA 01460

Individuals Association
 General Partnership Limited Partnership -
 Corporation-State
 Other a Delaware limited liability company

2. Name and address of receiving party(ies)

Name: HC-SP, LLC
 Internal Address: _____
 Street Address: 234 Taylor Road
 City: Littleton State: MA ZIP: 01460

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Corporation-State _____
 Other Delaware limited liability company

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 30, 1998

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 registration number(s):

A. Trademark Application No.(s) See attached schedule
 B. Trademark Registration No.(s) See attached schedule

Additional numbers attached? Yes No

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

Name: Miriam J. Rovner
 Internal Address: Goodwin, Procter & Hoar LLP
 Street Address: Exchange Place
53 State Street
 City: Boston State: MA Zip: 02109

6. Total number of applications and registrations involved: **5**

7. Total Fee (37 CFR 3.41): \$ 140.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
07-1700
 (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.

David F. Dietz, P.C. [Signature] 8/12/98
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **6**

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

08/20/1998 BNGUYEN 00000138 1347689

01 FC:482 Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed for completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

Sundance Publishing Limited Partnership

Trademark Schedule

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
LEAP (Stylized)	1,347,689	July 9, 1985

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
CHAPTER BY CHAPTER	75/406,192	December 16, 1997
NOVEL IDEAS	75/406,471	December 17, 1997
LIFT LITERATURE IS FOR THINKING	75/406,472	December 17, 1997
ALPHAKIDS AND DESIGN	75,449,963	March 11, 1998

DOCSC\655620.1

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Trademark Assignment") is made this 30th day of June, 1998 by SUNDANCE PUBLISHING LIMITED PARTNERSHIP, a Delaware limited partnership ("Assignor"), in favor of HC-SP, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee (as assignee of Haight Cross Publishing, LLC) are parties to an Agreement of Purchase and Sale of Assets, dated as of June 4, 1998 (the "Asset Purchase Agreement"); and

WHEREAS, Assignor is the owner of certain trademarks and applications and registrations therefor as described in Section 3.11 of the Asset Purchase Agreement and listed on Schedule 3.11 to the Asset Purchase Agreement, all as set forth on Exhibit A attached hereto (collectively, the "Trademarks"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee all of its right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, pursuant to this Trademark Assignment, does hereby sell, convey, transfer, assign, and deliver unto Assignee, its legal successors and permitted assigns, its entire right, title, and interest in and to the Trademarks, throughout the world, and any extensions or renewals thereof, together with the goodwill of the business symbolized by the Trademarks, and agrees that Assignee shall have the sole right to sue and recover for, and the right to profits or damages due or accrued arising out of, or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademarks.

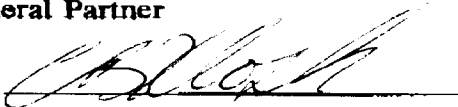
This Trademark Assignment is given pursuant to the Asset Purchase Agreement and is subject to the terms thereof, and shall not be construed to limit, alter, impair, enlarge or enhance the rights of Assignee or Assignor thereunder and is given solely for the purpose of separately evidencing the transactions contemplated thereby.

IN WITNESS WHEREOF, Assignor has caused this instrument to be duly executed by its duly authorized representative as of the day and year above written.

**SUNDANCE PUBLISHING LIMITED
PARTNERSHIP**

By: Sundance Publishing Management Limited
Partnership
Its: General Partner

By: Sundance Publishing Management,
Inc.
Its: General Partner

By: 

Name:
Title: **CRAIG B. KLOSK
VICE PRESIDENT**

EXHIBIT A

REGISTERED TRADEMARKS

<u>Country</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
United States	LEAP (stylized)	1,347,689	July 9, 1985

PENDING TRADEMARK REGISTRATION APPLICATIONS

<u>Country</u>	<u>Trademark</u>	<u>Serial Number</u>	<u>Date Filed</u>
United States	Chapter by Chapter	75/406192	December <u>16</u> , 1997
United States	Novel Ideas	75/406471	December <u>17</u> , 1997
United States	LIFT Literature Is For Thinking	75/406472	December <u>17</u> , 1997
United States	Alphakids and design	<u>75/449,963</u>	March 11, 1998

UNREGISTERED TRADEMARKS

- Sundance
- Novel Aids
- Persona
- Connect Science
- Connect Social Studies

STATE OF New York

COUNTY OF New York

On this 30 day of June, 1998 before me appeared the above-named Craig B. Klock, the Vice President of Sundance Publishing Management, Inc., the general partner of Sundance Publishing Management Limited Partnership, the general partner of Sundance Publishing Limited Partnership, who, being duly sworn, did depose and say that he is the Vice President of the company described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Ronald L. Horan

Notary Public

My commission expires:

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RONALD L. HORAN
NOTARY PUBLIC, State of New York
No. 5018977
Qualified in New York County
Commission Expires October 12, 1999