

12-16-1998



COVER SHEET  
MARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings

To the Honorable Con

100921815

Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

Computer Adaptive Technologies, Inc.  
1007 Church St. 7th floor  
Evanston, Illinois 60201

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

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

3. Nature of conveyance:

MRD 12-11-98

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

Execution Date: November 23, 1998

2. Name and address of receiving party(ies):

Name: Houghton Mifflin Company

Internal Address:

Street Address: 222 Berkeley Street

City: Boston State: MA ZIP: 02116

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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 registration number(s):

A. Trademark Application No.(s)

75/311,550  
75/515,243

B. Trademark registration No.(s)

1,937,941

Additional numbers attached?  Yes  No

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

Name: Victoria Garbe

Internal Address:

Houghton Mifflin Company

Street Address: 222 Berkeley Street

City: Boston State: MA ZIP: 02116

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41): \$ 90.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

12/14/1998 DNGUYEN 00000279 1937941

DO NOT USE THIS SPACE

01 FC:481  
02 FC:482

40.00 OP  
50.00 OP

90E

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 D. Weaver, Sr. Vice President  
& General Counsel  
Name of Person Signing

12/10/98

Signature

Date

Total number of pages comprising cover sheet

4

TRADEMARK

REEL: 1826 FRAME: 0846

## ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS dated November 23, 1998, by COMPUTER ADAPTIVE TECHNOLOGIES, INC., a corporation organized pursuant to the laws of Delaware ("Assignor") to HOUGHTON MIFFLIN COMPANY, a corporation organized pursuant to the laws of Massachusetts ("Assignee").

WHEREAS, Assignor has adopted and used, and is using the trademarks listed on the attached Schedule 1 (the "Assigned Marks"), and is the owner of the pending trademark applications and trademark registrations (the "Assigned Applications and Registrations") listed on the attached Schedule 1;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, 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 1 attached hereto together with the goodwill of the business symbolized by each such mark and the right to sue for any and all causes of action that may have accrued to Assignor up to and including the date hereof in connection with any infringement of the said marks.

Assignor hereby irrevocably appoints Assignee, its successors and assigns, as true and lawful attorneys of Assignor to execute such further documents and instruments, and do such other acts and things as may be necessary or appropriate to effectuate the intentions hereof.

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.

Assignor hereby requests the Commissioner of Patents and Trademarks of the United States of America, or any official of any jurisdiction whose duty it is to issue trademark registrations, to issue the Certificate of Registration for any registration resulting from the trademarks listed on the attached Schedule 1 to the Assignee, its successors or assigns, in accordance with the terms of this instrument.

Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

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

COMPUTER ADAPTIVE TECHNOLOGIES, INC.

By: Richard C. Gershon  
Richard C. Gershon  
President

STATE OF ILLINIOS            )  
  ) ss:  
COUNTY OF COOK            )

On the 24 day of November, 1998 before me personally came Richard C. Gershon, known to me to be the President of Computer Adaptive Technologies, Inc. who executed the above instrument on behalf of the said corporation and acknowledged to me that the said corporation executed the same.

Jordana M. Weil  
Notary Public

"OFFICIAL SEAL"  
JORDANA M. WEIL  
Notary Public, State of Illinois  
My Commission Exp. 09/25/2002

SCHEDULE 1

Assigned Trademarks

Mark

Registration No.

CAT AND DESIGN

1,937,941

Mark

Serial No.

CATGLOBAL

75/311,550

WE TEST THE WORLD

75/515,243