

MND 2-8-99

03-04-1999



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To the Honorable Commissioner of Patent

original documents or copy thereof.

1. Name of conveying party(ies):

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

Gartner Group Learning, Inc.

NETG, Inc.
27 Boylston Street
Boston, MA 02467

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

- Individual(s) citizenship U.S.
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Delaware
- Other

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

3. Nature of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

If assignee is not domiciled in the United States, a domestic representative designated is attached Yes No

(Designations must be a separate document from Assignment)
Additional name(s) & Address(es) attached Yes No

Execution Date: August 31, 1998

4. Application or registration number(s):

A. Trademark Application No.(s)
None

B. Trademark Registration No.(s)
1,937,809

Additional numbers attached? Yes No

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

Name: Ava K. Doppelt, Esquire
Internal Address: Allen, Dyer, Doppelt, Milbrath & Gilchrist, P.A.

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

7. Total fee (37CFR 3.41)..... \$ 40.00
 Enclosed (receipt for payment)
 Authorized to be charged to deposit account

Street Address: 255 South Orange Avenue Suite 1401

City: Orlando St: FL Zip: 32801

8. Deposit account number:

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

DO NOT USE THIS SPACE

See OK
40.00 DP

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.

Ava K. Doppelt, Esquire

Ava K. Doppelt
Signature

February 5, 1999
Date

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

03/03/1999 JMWTKINS 0000127 1937809
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**ASSIGNMENT OF TRADEMARKS,
TRADEMARK APPLICATIONS AND GOODWILL**

THIS ASSIGNMENT OF TRADEMARKS, TRADEMARK APPLICATIONS AND GOODWILL is made and entered into as of August 31, 1998 by and between NETG, Inc., a Delaware corporation ("Newco"), and Gartner Group Learning, Inc., a Minnesota corporation ("GGL"). All capitalized terms used herein shall have the meanings ascribed to them under the Consolidation Agreement, except as the context herein may otherwise indicate.

RECITALS

WHEREAS, National Education Corporation, a Delaware corporation ("NEC"), and Gartner Group, Inc., a Delaware corporation ("GG"), together with Harcourt Brace & Company, a Delaware corporation ("HB"), and GGL, have entered into an Agreement and Plan of Consolidation dated as of the date of this Agreement (the "Consolidation Agreement"), pursuant to which (i) NEC is contributing the Transferred NEC Assets to Newco in exchange for Newco Common Stock, and (ii) GG and GGL are contributing, collectively, the Transferred GGL Assets to Newco and Newco is assuming the Assumed GGL Liabilities, in exchange for Five Million Dollars (\$5,000,000) in cash and Newco Common Stock, and following which NEC and GG shall constitute all of the stockholders of Newco (the "Consolidation"); and

WHEREAS, GGL is the owner of the trademarks, service marks, trademark and service mark registrations and trademark and service mark applications listed on Schedule 1 hereto (the "Trademarks"), which together with the products and goodwill associated with the Trademarks constitute part of the Transferred GGL Assets; and

WHEREAS, pursuant to the Consolidation Agreement, Newco desires to obtain all of GGL's right, title and interest in, to and under said Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by GGL, GGL hereby sells, conveys, assigns, transfers and delivers to Newco, its successors and assigns, all of its right, title and interest throughout the world in, to and under the Trademarks, all goodwill associated therewith, all common law rights thereto, and all registrations that have been or may be granted thereon, together with the right to sue and recover damages for future or past infringements thereof and to fully and entirely stand in the place of GGL in all matters related thereto. GGL agrees to take such further action and to execute such additional documents as may be necessary to perfect Newco's title in and to the Trademarks.

GGL hereby requests the Commissioner of Patents and Trademarks (the "Commissioner") to record this Assignment of Trademarks, Trademark Applications and Registrations to Newco. GGL hereby further requests the Commissioner to issue any and all registrations resulting from

GGL hereby further requests the Commissioner to issue any and all registrations resulting from applications among the Trademarks or derived therefrom to Newco as assignee of the entire interest. GGL 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, the parties hereto have caused this Assignment of Trademarks, Trademark Applications and Goodwill to be executed as of the day and year first written above.

GARTNER GROUP LEARNING, INC.

By: [Signature]
Name: _____
Title: _____

STATE OF CONNECTICUT)
)
) ss.
COUNTY OF FAIRFIELD)

On August 31, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Fleisher, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President of Gartner Group Learning, Inc. and acknowledged to me that such corporation executed the within instrument pursuant to its By-Laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

[Signature]
[SEAN] Notary Public

My Commission expires on: 3/31/01

Acknowledged and accepted:

NETG, INC.

By: _____
Name: _____
Title: _____

MARCIA OPPENHEIMER
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2001

GGL hereby further requests the Commissioner to issue any and all registrations resulting from applications among the Trademarks or derived therefrom to Newco as assignee of the entire interest. GGL 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, the parties hereto have caused this Assignment of Trademarks, Trademark Applications and Goodwill to be executed as of the day and year first written above.

GARTNER GROUP LEARNING, INC.

By: [Signature]

Name: Michael D. Fleisher

Title: Executive Vice President

STATE OF CONNECTICUT)

)

) ss.

COUNTY OF FAIRFIELD)

On August 31, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Fleisher, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Executive Vice President of Gartner Group Learning, Inc. and acknowledged to me that such corporation executed the within instrument pursuant to its By-Laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

[Signature]
[SEAN] Notary Public

My Commission expires on: 3/31/01

Acknowledged and accepted:

NETG, INC.

By: _____

Name: _____

Title: _____

MARCIA OPPENHEIMER
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2001

GGL hereby further requests the Commissioner to issue any and all registrations resulting from applications among the Trademarks or derived therefrom to Newco as assignee of the entire interest. GGL 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, the parties hereto have caused this Assignment of Trademarks, Trademark Applications and Goodwill to be executed as of the day and year first written above.

GARTNER GROUP LEARNING, INC.

By: _____
Name: _____
Title: _____

STATE OF _____)
)
) ss.
COUNTY OF _____)


On _____, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the _____ of Gartner Group Learning, Inc. and acknowledged to me that such corporation executed the within instrument pursuant to its By-Laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

[SEAL] Notary Public

My Commission expires on:

Acknowledged and accepted:

NETG, INC.
By: 
Name: Eric P. Geller
Title: Vice President and Secretary

SCHEDULE 1
TO
ASSIGNMENTS OF TRADEMARKS,
TRADEMARK APPLICATIONS AND GOODWILL
BY
GGL
TO
NEWCO

TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Country</u>	<u>Date</u>
Fast Start Interactive	727,306	U.S.	09-11-95
Fast Start Learning	727,305	U.S.	09-11-95
Hands on Learning	1,937,809	U.S.	11-28-95
LEARN PC	1,745,610	U.S.	01-12-93
J3 LEARNING	342,780	Korea	07-09-96
J3 LEARNING	39,410,747	Germany	03-05-96
J3 LEARNING	95,552,810	France	01-10-95
J3 LEARNING	00,723,069	Italy	09-19-97
J3 LEARNING	1,943,439	Spain	01-26-95
J3 LEARNING	727,720	Taiwan	09-16-96

TRADEMARK APPLICATIONS

<u>Trademark Filing</u>	<u>Serial Number</u>	<u>Country</u>	<u>Date</u>
J3 LEARNING	95,008,212	China	01-20-95
J3 LEARNING	650,672	India	01-02-95
J3 LEARNING	651,243	India	01-06-95