

03-23-1999



100990010

March 15, 1999

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

mrd 3/17/99

TRADEMARK RECORDATION FORM COVER SHEET

To the Honorable Commission of Patents and Trademarks. Please record the attached original documents or copy(ies) thereof.

1. Conveying Party(ies): Ideal School Supply Corporation

2. Receiving Party(ies): Creative Publications, Inc.

Address: Two Prudential Plaza, Suite 1175
Chicago, IL 60601

3. Nature of conveyance: Assignment

Execution date of document: 12/24/97

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

A. Trademark Registration No.(s):

1,475,902	1,759,618	1,777,833
1,778,192	1,793,460	1,858,156
1,955,036	1,955,039	1,957,884
1,957,886	1,967,000	1,982,609
2,065,061	2,076,342	2,078,039
2,080,114	2,089,848	2,131,605

#465 E

March 15, 1999

Page 2

5. Correspondence concerning document should be mailed to:

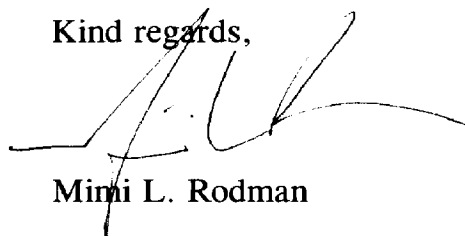
Mimi L. Rodman
Tribune Company
435 N. Michigan Avenue
Suite 600
Chicago, Illinois 60611

6. Total number of application and registrations involved: 18

7. Total Fee enclosed: \$465.00

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.

Kind regards,



Mimi L. Rodman

Total number of pages comprising this cover sheet: 8

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service by Express Mail No. EJ701157233 US in an envelope addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Box NEW APP FEE, Arlington, Virginia 22202-3513 on March 16, 1999.

Yvonne A. McCarter

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
CREATIVE PUBLICATIONS (Stylized Letters)	1,475,902	February 9, 1988
FRACTION FACTORY	1,759,618	March 23, 1993
CREATIVE PUBLICATIONS and Design	1,777,833	June 22, 1993
CREATIVE PUBLICATIONS	1,778,192	June 22, 1993
CREATIVE PUBLICATIONS	1,793,460	September 21, 1993
MATHLAND	1,858,156	October 11, 1994
ARITHMETORNOS	1,955,036	February 6, 1996
ARITHMETWISTS	1,955,039	February 6, 1996
DAILY TUNE-UPS	1,957,884	February 20, 1996
PUDDLE QUESTIONS	1,957,886	February 20, 1996
POLYHEDRAVILLE	1,967,000	April 9, 1996
PIZZAZZ	1,982,609	June 25, 1996
FOR THE CLASSROOM YOU WANT TO CREATE	2,065,061	May 27, 1997
TEXTILE MATH	2,076,342	July 1, 1997
SMART ARITHMETIC	2,078,039	July 8, 1997
PLAN BOOK PLUS	2,080,114	July 15, 1997
INTERMEDIATE THEMWORKS	2,089,848	August 19, 1997
MIDDLE SCHOOL MATH WITH PIZZAZZ	2,131,605	January 27, 1998

RECEIVED

1999 MAR 17 AM 10:06

OPR/FINANCE

MRTD 3/17/99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
12/24/97

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
24/97

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

03/22/1999 JSHABAZZ 00000195 1475902

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 425.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 1872 FRAME: 0698

RECEIVED

Domestic Representative Name and Address

1999 MAR 17 AM 10:06
Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

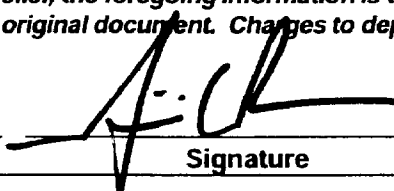
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Mimi L. Rodman
Name of Person Signing


Signature

3-16-99
Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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1,957,886	2,089,848	<input type="text"/>
1,957,000	2,131,605	<input type="text"/>
1,982,609	<input type="text"/>	<input type="text"/>
2,065,061	<input type="text"/>	<input type="text"/>
2,076,342	<input type="text"/>	<input type="text"/>
2,078,039	<input type="text"/>	<input type="text"/>
2,080,114	<input type="text"/>	<input type="text"/>

ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made and entered into as of this 24th day of December, 1997, ("Effective Date"), by and between Ideal School Supply Corporation, a Delaware corporation, with its principal office at 2400 Turner Avenue, NW, Grand Rapids, MI 49501 ("Assignor"), and Creative Publications, Inc., a Delaware corporation, with its principal office at Two Prudential Plaza, Suite 1175, Chicago, IL 60601 ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the trademarks and the trademark registrations thereof identified and set forth on Schedule A, including variations thereof, (collectively, the "Marks") and the goodwill of the business associated therewith; and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Marks together with the goodwill of the business with which the Marks are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Marks together with the goodwill of the business with which the Marks are used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

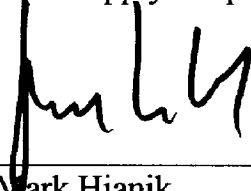
Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

ASSIGN

TRADEMARK
REEL: 1872 FRAME: 0701

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 24th day of December, 1997.

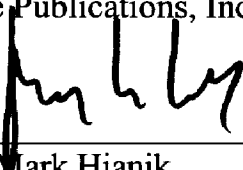
Ideal School Supply Corporation



Name: Mark Hianik

Title: Assistant Secretary

Creative Publications, Inc.



Name: Mark Hianik

Title: Assistant Secretary