

MLO 3-12-99

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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Pierian Spring L.P.

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


Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies)
Name: NETSchools Corporation
Internal Address:
Street Address: 201 Ravendale Drive
City: Mountain View State: California ZIP: 94043

Individual(s) citizenship
 Association
 General Partnership 03-12-1999
 Limited Partnership U.S. Patent & TMO/TM Mail Rcpt Dt. #47
 Corporation-State: California
 Other
 assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 designation must be a separate document from Assignment)
 Additional names and addresses attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: July 2, 1998 03-30-1999


100997084

4. Application Number(s) or Registration Number(s).
 A. Trademark Application No(s):

B. (Trademark Registration No(s): 2,160,628)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: John C. Baum, Esq.
 TOWNSEND AND TOWNSEND AND CREW LLP
 Two Embarcadero Center, 8th Floor
 San Francisco, California 94111-3834
 (415) 576-0200

(03/29/1999 JSHABAZZ 00000212 201430 2160628)
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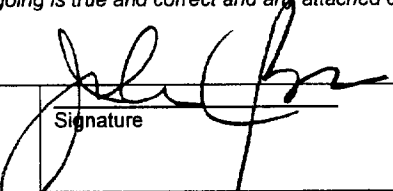
6. Total number of applications and registrations involved 1

7. Total fee (37 CFR 3.41): \$40.00
 Enclosed Charge Fees to Deposit Account
 Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

8. Deposit account number: 20-1430
 (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 is true and correct and any attached copy is a true copy of the original document.

John C. Baum  3/29/99
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 3

10. Change Correspondence Address to that of Part 5? Yes No
 OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover to:

Asst. Commissioner for Trademarks
Box: Assignments
Washington, D.C. 20231

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT ("Assignment"), effective as of the date of execution set forth hereinbelow, is by and between NetSchools Corporation, a California corporation having a principal place of business at 4500 Great America Parkway, Suite 110, Santa Clara, California 94054 ("Assignee"), and Pierian Spring Limited Partnership, an Oregon limited partnership having a principal place of business at 5200 S.W. Macadam Avenue, Suite 570, Portland, Oregon 97201 ("Assignor").

WHEREAS, Assignor owns the rights (potentially including rights as to such marks pertaining to trademarks, service marks, collective trademarks, collective service marks, collective membership marks, certification marks, trade names, assumed names, slogans, logos and trade dress, and applications and registrations therefor in various countries throughout the world) to the following marks (hereinafter collectively, "the Marks"):

<u>Mark</u>	<u>Description of Goods and/or Services</u>	<u>Intl. Class</u>	<u>Reg. No.</u>
NETSCHOOL	Providing web page creation, maintenance and hosting services and access to software and electronic media useful in an educational environment, via a global computer network.	12	2,160,628

WHEREAS, Assignor warrants that it owns all rights, title and interest of every kind, nature or description in and to the Marks (as defined hereinabove), all rights therein, including any and all past, present and future registrations and applications therefor, all rights of renewal thereof, all rights to royalties for the licensing thereof, all claims for infringement thereof, and all goodwill pertaining thereto (hereinafter "All Rights in the Marks"); and,

WHEREAS, Assignor desires to assign to Assignee All Rights in the Marks (as defined hereinabove);

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee All Rights in the Marks (as defined hereinabove). This assignment of all claims for damages by reason of past infringement(s) of the Marks, includes the right of Assignee to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives. These assigned rights shall be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, at common law and/or to the end of the term or terms of which registrations pertaining

to the Marks may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

Assignor agrees to execute all documents necessary to effectuate the Assignment of the Marks in every country where any of them are registered and/or applied for, and to maintain any such registration(s) and/or application(s) pertaining to the Marks, now and in the future, until any recordation of the transfer of such application(s) and/or registration(s) shall be completed.

The undersigned general partner of Assignor represents that (s)he has authority to execute this Assignment on behalf of Assignor, and to carry out all obligations imposed hereunder. The undersigned has read, understand, and agrees to the terms of this Assignment.

**PIERIAN SPRING
LIMITED PARTNERSHIP**

By: *Steve G. Brym* as vice president, EOSIUC, GENERAL PARTNER
Name: STEVE G. BRYM
Title: General Partner
Dated: 7/2/98

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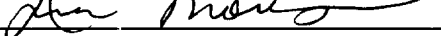
03-12-1999

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #47

CERTIFICATE OF DEPOSIT

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Assistant Commissioner for Trademarks, Box RESPONSES NO FEE, 2900 Crystal Drive, Arlington, VA 22202-3513 on March 9, 1999

TOWNSEND AND TOWNSEND AND CREW LLP

By: 
Anna Morris

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:
NETSchools Corporation
Serial No. 75/500,612
Filed: June 11, 1998
For: **NETSCHOOLS**

TM Attorney: Paula B. Mays

Law Office: 114

AMENDMENT

Assistant Commissioner for Trademarks
Box RESPONSES NO FEE
2900 Crystal Drive
Arlington, VA 22202-3513

Sir:

This Amendment is responsive to the Office Action dated January 26, 1999. That Office Action has been reviewed in depth, and this Amendment is intended to place the application into condition for publication.

Please amend the description of goods as follows:

“Retail distribution services to individuals, businesses, and institutions featuring computer hardware and software in International Class 35.”