

08-23-1999

MRD 8/16/99



101123032

To the Honorable Commissioner of Patents and Trademarks, original documents or copy thereof.

1. Name of conveying party(ies): LEARNING CURVE INTERNATIONAL, L.L.C. Address: 314 West Superior Street, Suite 600 Chicago, IL 60610

2. Name and address of receiving party(ies): LEARNING CURVE INTERNATIONAL, INC. Address: 314 West Superior Street, Suite 600 Chicago, IL 60610

- Individuals(s) Association
General Partnership Limited Partnership
Corporation
X Other Illinois Limited Liability Company

- Individual(s) citizenship
Association
General Partnership
X Corporation (State) Delaware
Other

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

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

If is not domiciled in the United States, a domestic representative designation is attached. Yes No

Execution Date: January 1, 1999

Additional name(s) & address(es) attached? Yes X No

- 4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

- B. Trademark registration No.(s)

SEE TABLE A ATTACHED

SEE TABLE A ATTACHED

Additional numbers attached? X Yes No

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

- 6. Total number of applications and registrations involved: 3

Name: Lisa D'Addario
Address: D'ANCONA & PFLAUM LLC
111 East Wacker Drive
Suite 2800
Chicago, IL 60601-4205

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

X Enclosed

Authorized to be charged to deposit account.

- 8. Deposit account number:

(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.

Lisa D'Addario

Signature

[Handwritten Signature]

8/17/99

Date

Total number of pages comprising cover sheet: 1

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

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, and completing and reviewing the same 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.

08/20/1999 MTHAI1 00000161 75240834

01 FC:481 40.00 OP
02 FC:482 50.00 OP

LEARNING CURVE INTERNATIONAL, INC.

TABLE A

<u>MARK</u>	<u>SERIAL NO.</u>	<u>REG.NO.</u>
LEARNING CURVE MULTIMEDIA	75/240,834	
POWER-UP PACK	75/195,941	2,243,191
Design Only	74/055,435	1,650,555

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of this 1st day of January, 1999 (the "Effective Date") by and between Learning Curve International, L.L.C., an Illinois limited liability company ("Assignor"), and Learning Curve International, Inc., a corporation incorporated under the laws of the state of Delaware ("Assignee");

WHEREAS, Assignor has registered and is using the marks POWER-UP PACK and the Design mark as set forth in U.S. Registration Nos. 2,243,191 and 1,650,555, respectively (the "Registered Marks"); and

WHEREAS, Assignor has intended to use the mark LEARNING CURVE MULTIMEDIA in commerce and has filed an application, as set forth in Serial No. 75/240,834 (the "Pending Application") indicating that intention (collectively, the Pending Application and Registered Marks are referred to as the "Marks"); and

WHEREAS, Assignor is assigning the mark in the above-identified intent-to-use application as part of the entire business or portion thereof to which that mark pertains as required by 15 U.S.C. §1060; and

WHEREAS, Assignee desires to acquire the Marks and related goodwill associated therewith.

I. ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration paid by Assignee, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, and all registrations and trademark applications therefor, in the United States, its territories and possessions and throughout the world as well as renewals and extensions of the registrations that are or may be secured under the laws of the United States, its territories and possessions and throughout the world, 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 had not been made, together with all income, royalties, damages 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 damages, 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.

II. FURTHER ASSURANCES

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 the Marks; (2) in the prosecution or defense of any oppositions, interferences, infringement suits or other proceedings that may arise in connection with 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 may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or throughout the world; and (4) in the implementation or perfection of this Assignment.

Assignor hereby constitutes and appoints Assignee the true and lawful attorney or attorneys of Assignor with full power of substitution, in the name of the Assignee or in the name of the Assignor, but by and on behalf and for the sole benefit of Assignee, to do all such acts and things and execute any instruments in relation thereto as Assignee shall deem advisable in order to assert ownership, receive, collect, or assert or enforce any right, title, benefit or interest of any kind in or to the Marks. Assignor agrees that the foregoing appointment made and the powers hereby granted are coupled with an interest and shall be irrevocable by the Assignor.

The Assignor does hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America to record Assignee as owner of the Trademarks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

LEARNING CURVE INTERNATIONAL, L.L.C..

By:  _____

Printed Name: BARRY GERSOWSKY

Title: Executive V.P. & C.O.O.