

09-21-1999



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RECORDATION FORM COVER SHEET
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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 #
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Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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)

City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

09/21/1999 NTHAI1 00000035 1806343
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Mail documents to be recorded with required cover sheet(s) information to:
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Domestic Representative Name and Address

Enter for the first Receiving Party only.

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Name

Address (line 1) DPR/FINANCE

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (860) 725-6200

Name Metzler, Robert

Address (line 1) Tyler Cooper & Alcorn, LLP

Address (line 2) 185 Asylum Street

Address (line 3) CityPlace/35th Floor

Address (line 4) Hartford, CT 06103-3488

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 1

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)

1806343

Number of Properties

Enter the total number of properties involved. # 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

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.

Brenzel, Jeffrey B.
Name of Person Signing


Signature

9/9/99
Date Signed

TRADEMARK ASSIGNMENT

In consideration of the payment of the sum of \$100, receipt of which is hereby acknowledged, Brenzel Publishing, Inc., a Kentucky corporation (hereinafter the "Assignor") hereby sells, assigns, transfers and sets over to Jeffrey B. Brenzel of 68 Wepawaug Road, Woodbridge CT (hereinafter the "Assignee"), all of the Assignor's rights, title and interest for the United States and all foreign countries, in and to: (1) any and all trademark registrations, renewals, affirmations and applications (the "Trademark") of the Assignor related to Trademark Registration Number 1806343 for "INTERLEARN", registration for which was issued on November 23, 1993; and (2) any and all goodwill relating to or of the business in connection with which the Trademark is used, for the use and enjoyment of the Assignee and its successors and assigns.

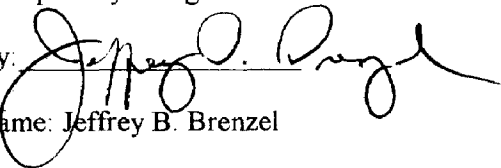
Assignor authorizes and requests the respective Trademark Office to record the Assignee as the owner of the Trademarks and to grant any and all trademark registrations arising from the Trademarks to Assignee.

Assignor represents and warrants that: (i) the Trademark is subsisting and has not been judged invalid or unenforceable; (ii) to the best of Assignor's knowledge, the Trademark is valid and enforceable; (iii) no claim has been made that the use of the Trademark does or may violate the rights of any third person; (iv) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademark, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons; and (v) Assignor has the unqualified right to enter into this Assignment and perform its terms.

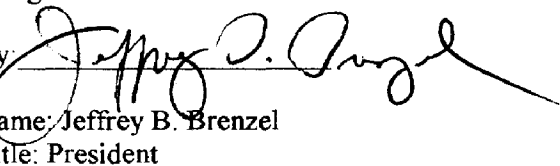
Assignor further sells, assigns, transfers and sets over unto the Assignee any income, royalties, damages, or payment due or payable as of the date hereof or hereafter with respect to the Trademark, including, without limitation, any claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademark, with the right to sue for, and collect the same for the Assignee's own use and enjoyment, and for the use and enjoyment of its successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee hereby execute this assignment as of this 28th day of November, 1998.

Accepted by Assignee

By: 
Name: Jeffrey B. Brenzel

Assignor

By: 
Name: Jeffrey B. Brenzel
Title: President