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RECORDATION FORM COVER SHEET
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OPR/FINANCE

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Meeks Heit Publishing Company

Execution Date
Month Day Year
11 12 1999

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name Everyday Learning Corporation

OBA/AKATA _____

Composed of _____

Address (line 1) 2 Prudential Plaza, #1200

Address (line 2) _____

Address (line 3) Chicago IL 60601

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other _____

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.)

Citizenship/State of Incorporation/Organization Illinois

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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: 002005 FRAME: 0709

Domestic Representative Name and Address

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1941104"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

James F. Donato

12/20/99

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment") is effective as of December 9, 1999 (the "Effective Date") by Meeks Heit Publishing Company, an Ohio corporation (hereinafter referred to as ASSIGNOR), in favor of Everyday Learning Corporation, an Illinois corporation (hereinafter referred to as ASSIGNEE).

WHEREAS, ASSIGNEE, ASSIGNOR and the shareholders of ASSIGNOR have entered into an Asset Purchase Agreement dated as of November 12, 1999 (the "Agreement"), pursuant to which ASSIGNOR has agreed to sell to ASSIGNEE, and ASSIGNEE has agreed to purchase from ASSIGNOR, certain of the assets of ASSIGNOR; and

WHEREAS, ASSIGNOR now desires to assign to ASSIGNEE, and ASSIGNEE wishes to accept the assignment of, all Intellectual Property (as defined in the Agreement) of ASSIGNOR, including without limitation, all United States, state and foreign trademarks, service marks, logos, trade dress, trade names (including all assumed or fictitious names under which ASSIGNOR is conducting business or has within the previous five years conducted business) and domain names, whether registered or unregistered, and registrations and pending applications to register the same ("Trademarks"), together with the goodwill of the business associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby assign, transfer and convey to ASSIGNEE all of ASSIGNOR's right, title and interest in, to and under said Trademarks throughout the world, together with the goodwill of the business associated therewith, including but not limited to: (a) the trademark registrations, applications for registration and various trade names and assumed names listed on Schedules A, B and C hereto; (b) any and all renewals, reversions and extensions or foreign equivalents thereof for its own use and enjoyment, and for the use and enjoyment of its successors and assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this Trademark Assignment and sale had not been made; and (c) 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 Trademarks, with the right to sue for, and collect, the same, for its own use and enjoyment, and for the use and enjoyment of its successors and assigns or other legal representatives, without the obligation to account to ASSIGNOR therefor.

ASSIGNOR authorizes and requests the United States Patent and Trademark Office to record ASSIGNEE as owner of the Trademarks, including any renewals, reversions and extensions thereof, and to issue any and all trademark registrations of the United States thereon to ASSIGNEE, as owner of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of ASSIGNEE, its successors and assigns or other legal representatives.

ASSIGNOR shall provide to ASSIGNEE, its successors and 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, exhibits, assignments, powers

of attorney or other documentation as may be reasonably required): (i) in the preparation and prosecution of any applications covering the Trademarks assigned herein; (ii) in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, but not limited to, testifying as to any facts relating to the rights assigned herein and this Trademark Assignment; (iii) in obtaining any additional trademark protection that ASSIGNEE may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (iv) in the implementation or perfection of this Trademark Assignment.

IN WITNESS WHEREOF, ASSIGNOR has executed this Trademark Assignment this 9 day of December, 1999.

MEEKS HEIT PUBLISHING COMPANY

By: Philip Heit
Name: Philip Heit
Title: Gen. Mgr.

STATE OF Ohio
) SS.:
COUNTY OF Franklin

On this 9 day of December, 1999, before me personally appeared Linda B. Meeks and Philip Heit, to me known and known to be co-owners of Meeks Heit Publishing Company, the corporation which executed the foregoing instrument, and acknowledged to me that he/she executed the same.

Diana L. Wagner
Notary Public

My Commission expires 1-23-02

DIANA L. WAGNER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JANUARY 23, 2002

TRADEMARK
REEL: 002005 FRAME: 0712

SCHEDULE A

United States Trademarks, Trademark Registrations and Applications for Registration

TOTALLY AWESOME, Registration No. 1,941,104, registered December 12, 1995.

SCHEDULE B

Foreign Trademarks, Trademark Registrations and Applications for Registration

NONE.

SCHEDULE C

Trade Names and Assumed Names

NONE.