

05-02-2000



FORM PTO-1618A  
Expires 08/30/99  
OMB 0651-0027

RECEIVED

101342367

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

APR 10 AM 10:30

OPR/FINANCE

MAD  
4.10.00

### 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  
Effective Date  
Month Day Year  
\_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Name Thomson Learning Licensing Corporation

Execution Date  
Month Day Year  
12301999

Formerly \_\_\_\_\_

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

#### Receiving Party

Mark if additional names of receiving parties attached

Name NTC/Contemporary Publishing Group, Inc.

DBA/AKATA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 4255 West Touhy Avenue

Address (line 2) \_\_\_\_\_

Address (line 3) Lincolnwood  
City

IL/USA  
State/Country

60712  
Zip Code

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

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.)

05/03/2000 JSHABAZZ 00000006 1942496

#### FOR OFFICE USE ONLY

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

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: 002064 FRAME: 0159

**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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1942496"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1561862"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="2217617"/>	<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.

Gregg Kirchhoefer

Name of Person Signing

Signature

3/27/00

Date Signed

**SCHEDULE A**

United States Trademarks, Trademark Registrations and Applications for Registration

<u>Trademark</u>	(Appl. No.)/ <u>Reg. No.</u>	Filing Date/ <u>Reg. Date</u>
ALGEBLOCKS	1,942,496	12/19/95
BIOLOGY A COMMUNITY CONTEXT & DESIGN	2,217,617	1/12/99
COVERCALC	1,561,862	10/24/89

**Domain Names**

algebra1.com  
algebra2.com  
streetlaw.com

**SCHEDULE B**

**Foreign Trademarks, Trademark Registrations and Applications for Registration**

None

**SCHEDULE C**

Trade Names and Assumed Names

None

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment") is effective as of December 3, 1999 (the "Effective Date") by Thomson Learning Licensing Corporation, a Florida corporation (hereinafter referred to as ASSIGNOR), in favor of NTC/Contemporary Publishing Group, Inc., an Illinois corporation (hereinafter referred to as ASSIGNEE). Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Agreement (as defined below).

WHEREAS, Thomson Learning Inc., a Delaware corporation ("Thomson"), ASSIGNOR and ASSIGNEE are parties to that certain Asset Purchase Agreement dated as of December 10, 1999 (the "Agreement"), pursuant to which Thomson and ASSIGNOR have agreed to sell to ASSIGNEE, and ASSIGNEE has agreed to purchase from Thomson and ASSIGNOR, the Works, together with certain assets relating thereto, including certain trademarks of ASSIGNOR; and

WHEREAS, ASSIGNOR now desires to assign to ASSIGNEE, and ASSIGNEE wishes to accept the assignment of, all trademarks of ASSIGNOR, relating to the Works, 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 as of the date first written above.

**THOMSON LEARNING LICENSING CORPORATION**

By:

Name:  
Title:

James R. Schurr  
JAMES R. SCHURR  
PRESIDENT

STATE OF

Delaware

COUNTY OF

New Castle

On this 28<sup>th</sup> day of November, 1999, before me personally appeared James R. Schurr, to me known and known to be President of Thomson Learning Licensing Corporation, the corporation which executed the foregoing instrument, and acknowledged to me that he/she executed the same.

Kathryn A. Oakley  
Notary Public

My Commission expires Nov. 10, 2005