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05-17-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



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

101359372

**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 #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment **License**

Security Agreement **Nunc Pro Tunc Assignment**

Merger **Change of Name**

Other

Effective Date
Month Day Year

10 28 1999

Conveying Party

Mark if additional names of conveying parties attached

Name American Computer Resources, Inc. Execution Date
Month Day Year
10 28 1999

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Connecticut

Receiving Party

Mark if additional names of receiving parties attached

Name The Lightspan Partnership, Inc.

DBA/AKATA

Composed of

Address (line 1) 10140 Campus Point Drive

Address (line 2)

Address (line 3) San Diego CA 92008
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Corporation **Association**

Other

Citizenship/State of Incorporation/Organization California

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.)

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002074 FRAME: 0090

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

(858) 550-6000

Name

Lisa M. Martens, Esq.

Address (line 1)

4365 Executive Drive, Suite 1100

Address (line 2)

Address (line 3)

Address (line 4)

San Diego, CA 92121-2128

Pages

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

#

4

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"/>
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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.

Lisa M. Martens, Esq.

April 25, 2000

Name of Person Signing

Signature

Date Signed

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
ASSIGNMENT OF TRADEMARK UNDER 37 C.F.R. 2.185**

Whereas, American Computer Resources, Inc., a corporation having a principal place of business at 88 Long Hill Cross Road, Shelton, CT 06484-4703 ("ACR") is the owner of rights in the trademark STUDY WEB (the "Mark");

Whereas, ACR desires to transfer any and all ownership which it has or may have in the Mark to The Lightspan Partnership, Inc. a California corporation with its principal office at 10140 Campus Point Drive, San Diego, California 92008 ("Lightspan");

Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, ACR, on behalf of itself and its partners, affiliates, predecessors and successors in interest, transfers and assigns to Lightspan all right, title, and interest it has in or to the Mark worldwide, including but not limited to its Registration No. 2,264,911 in the United States Patent and Trademark Office and all of ACR's common law rights to the Mark, and that part of the goodwill of ACR's business connected with the use of and symbolized by the Mark.

ACR agrees to execute any required documents, to provide upon request any required records and otherwise to cooperate fully with Lightspan as may be necessary to accomplish the transfer and assignment of all right, title and interest which ACR has or has had in or to the Mark.

ACR further agrees that it will cooperate with Lightspan to the extent necessary in order to protect Lightspan's rights in the Mark, including, but not limited to providing evidence requested by Lightspan in connection with any administrative proceeding or court action involving the Mark or any similar trademark.

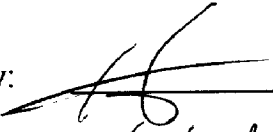
ACR acknowledges that, from and after the execution of this Agreement, Lightspan is the owner of all right, title and interest in and to the Mark in any form or embodiment thereof and it also the owner of the goodwill attached to the Mark. ACR further agrees not to challenge the

ownership or the validity of the Mark or any application for registration thereof or any trademark registration thereof or any rights of Lightspan therein.

ACR warrants and represents that it has not previously licensed the Mark to any third party and that there are no liens or claims of lien or assignments in law or equity or otherwise of or against the rights assigned herein. ACR further represents and warrants that there are no actions pending against it or threatened against it, and there are no contingent liabilities outstanding against it, arising out of or in any way related to the use by ACR of the Mark.

Signed at Shelton, CT, this 28th day of October 1999

AMERICAN COMPUTER RESOURCES, INC.

By: 
Name: Hubert A. Bowen, Jr.
President