



101450397

by thereof.

To the Honorable Commissioner of Patents and Trademarks: Please:

1. Name of conveying party(ies):

1.31.00

Pearson Professional Limited

2. Name and address of receiving party(ies):

Harcourt Brace & Company Limited
24/28 Oval Road
London NW1 7DX
England

- Individual(s)
- General Partnership
- Corporation-State of England
- Association
- Limited Partnership
- Other

- Individual(s) citizenship U.S.
- Association
- General Partnership
- Limited Partnership
- Corporation-State of England
- Other

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

3. Nature of Conveyance:

- Assignment
- Security Agreement Change of Name
- Other

Execution Date: 9/30/97

If assignee is not domiciled in the United States, a domestic representative designated is attached Yes No

(Designations must be a separate document Assignment)
Additional name(s) & Address(es) attached Yes No

4. Application or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,117,467

Additional numbers attached? Yes No

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

Ava K. Doppelt, Esquire
Allen, Dyer, Doppelt,
Milbrath & Gilchrist, P.A.
255 South Orange Avenue
Suite 1404
Orlando, Florida 32801

6. Total number of applications and registrations involved:.....(1)

- 7. Total fee (37CFR 3.41)..... \$ 40.00
- Enclosed (receipt for payment)
- Charge any amounts due or credit any Overpayment to deposit account no. 01-0484

(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.

Ava K. Doppelt, Esquire

Signature

July 31, 2000

Date

09/01/2000 NTHA11 00000020 2117467

01 FD-481 Total number of pages including cover sheet, attachments and document: 90.00 00

Dated 30th September 1997

- (1) PEARSON PROFESSIONAL
LIMITED

- (2) HARCOURT BRACE & COMPANY LIMITED

ASSIGNMENT
of
Trade Mark Applications with Goodwill

DENTON HALL

FIVE CHANCERY LANE
CLIFFORD'S INN
LONDON EC4A 1BU

TEL +44 (0)171 242 1212 FAX +44 (0)171 404 0087
<http://www.gold.net/denton/>

MEMBER OF THE DENTON INTERNATIONAL
GROUP OF LAW FIRMS

TRADEMARK
REEL: 002129 FRAME: 0688

THIS ASSIGNMENT is made the 30th day of September 1997



BETWEEN:

- (1) **PEARSON PROFESSIONAL LIMITED ("PP Limited")**, registered in England under Number 2970324 and having its registered office at Maple House, 149 Tottenham Court Road, London, W1P 9LL; and
- (2) **HARCOURT BRACE & COMPANY LIMITED** (the "Buyer") registered in England with number 00598514 whose registered office is at 24/28 Oval Road, London NW1 7DX.

WHEREAS:

- (A) PP Limited has used and has caused to be filed applications (the "**Applications**") in various jurisdictions for registration as registered trade marks of the trade marks referred to in the Schedule hereto (together called the "**New Marks**") in respect of the classes of goods referred to in the Schedule (the "**Goods**")
- (B) PP Limited has agreed to assign to the Buyer the New Marks and such rights as arise from the Applications and the New Marks upon registration for the consideration hereinafter mentioned.

NOW THIS ASSIGNMENT WITNESSETH as follows:

1. ASSIGNMENT

In consideration of the sum of US\$1 now paid by the Buyer to PP Limited (the receipt whereof is hereby acknowledged) PP Limited hereby as beneficial owner assigns to the Buyer:

- (a) all the right title and interest of PP Limited in the New Marks existing at common law by virtue of the use thereof in relation to the Goods;
- (b) all the benefit of the Applications in respect of the New Marks in relation to the Goods to the intent that upon the Applications being in order for registration this Assignment shall operate to vest the rights of a registered proprietor in the Buyer;
- (c) all the goodwill of the business relating to the Goods in respect of which the New Marks have been used and in respect of which the Applications shall lead to registration;

- (d) the right to institute and maintain proceedings for passing-off against any person now or hereafter wrongfully using the New Marks saving harmless PP Limited in respect of any costs arising in respect of any such proceedings;

TO HOLD unto the Buyer absolutely.

2. FURTHER ASSURANCE

PP Limited covenants to (at the cost of the Buyer) execute all such documents forms and authorisations and depose to or swear any declaration or oath as may be required by any registrar of Trade Marks in any jurisdiction in which the Applications have been submitted for absolutely vesting full right, title and interest to the New Marks in favour of the Buyer or any of its subsequent assigns.

3. PROCEEDINGS

Pending the registration of the Buyer as proprietor of the New Marks PP Limited will, for a period of 12 months from the date of this Agreement (at the cost of the Buyer) lend its name to any proceedings for infringement which the Buyer or any of its subsequent assigns may require to be brought against any person wrongfully using the New Marks or any of them in any jurisdiction in which the Applications have been submitted the Buyer saving harmless and indemnifying PP Limited in respect of any costs or other liability arising out of such proceedings.

4. GOVERNING LAW

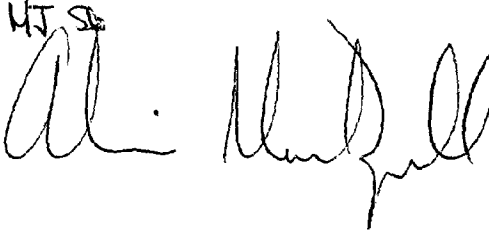
This Agreement shall be governed by and construed in accordance with the laws of England. Registration of the New Marks in the name of the Buyer pursuant to this Agreement shall be carried out:

- (a) in respect of the Applications made in the United States of America, in accordance with the laws of the Federal United States of America; and
- (b) in respect of the Applications made in Japan, in accordance with the laws of Japan.

IN WITNESS whereof this DEED has been duly executed the day and year first above written

SIGNED by Mark Silver)
and Alison MacDougall)
on behalf of PEARSON)
PROFESSIONAL LIMITED)
pursuant to resolutions of the Board)
of Directors dated 7th August 1997 and)
26th September 1997)

Director

HTS


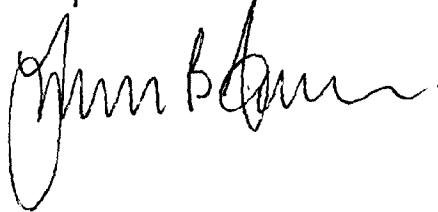
Director/Secretary

SIGNED by TIM HAINSTONE)
and SIMON HORNE)
on behalf of HARCOURT BRACE)
& COMPANY LIMITED)
pursuant to a resolution of the)
Board of Directors dated)

Director



Director/Secretary



<u>Mark</u>	<u>Country</u>	<u>Date of Application</u>	<u>Application Number</u>	<u>Class</u>	<u>Goods</u>
Churchill Living-stone	United States of America	29.04.96	75/110106	9, 16, 41	Multimedia educational software recorded on CD-ROM in the fields of medicine, health care and pharmaceutical products for use by physicians, nurses, allied health professionals, pharmaceutical companies, government agencies and the public. Books, journals, magazines and pamphlets concerning medicine, health care and pharmaceutical products for use by physicians, nurses, allied health professionals, pharmaceutical companies, government agencies and the public. Educational services, namely, conducting seminars in the fields of medicine, health care and pharmaceutical products for physicians, nurses, allied health professionals, pharmaceutical companies, government agencies and the public.
Ship Device	Japan	06.12.95	95/126461	9	Electrical communications apparatus and instruments; magnetic tapes and discs that bear sounds, images and computer programmes; optical discs, optical disc readers, overhead projectors, microfiches and microfiche readers; audio equipment, video equipment, computers, computer terminals, computer peripherals; pre-recorded cassettes and audio cassettes; programmed-data-carrying electronic circuits, magnetic discs, magnetic tapes, data processing apparatus, digitised data carriers, floppy discs; interactive multimedia apparatus; CD-Roms; compact discs, CDIs (interactive compact discs); videos and video tapes, interactive videos and video tapes; laser discs; parts and fittings for all the aforesaid goods

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