

10-19-2000

RECORDATION FORM COVER SHEET



TRADEMARKS ONLY

101491675

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

<p>1. Name of conveying party: ZD Inc. One Park Avenue New York, New York 10016</p> <p><input checked="" type="checkbox"/> A Corporation of Delaware</p>	<p>2. Name and address of receiving party: WBT Operating LLC 500 Canal View Blvd. Rochester, New York 14623</p> <p><input checked="" type="checkbox"/> A Delaware Limited Liability Company</p>
<p>3. Nature of conveyance: Assignment</p> <p>Execution Date: February 10, 2000</p>	<p>4. Trademark Application No.: 75/335,603</p> <p>MRD 10-3-00</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Kristen E. Mollnow, Esq. Nixon Peabody LLP Clinton Square, P.O. Box 1051 Rochester, New York 14603</p>	<p>6. Total number of Applications involved: 1</p>
<p>7. Total fee (37 CFR 3.41) \$40</p> <p><input checked="" type="checkbox"/> \$40 Check is enclosed.</p>	<p>8. Deposit Account Number: 14-1138</p> <p><input checked="" type="checkbox"/> Charge any additional fees to account.</p>
DO NOT USE THIS SPACE	

To the best of my knowledge and belief, the foregoing information is true and correct and the attached copy is a true copy of relevant excerpts from the original document.

Kristen E. Mollnow
Kristen E. Mollnow

October 2, 2000
Date

[Total number of pages including Cover Sheet: 10]

10/18/2000 NTHAI1 00000041 75335603
01 FC:481 40.00 00

INTELLECTUAL PROPERTY ASSIGNMENT

INTELLECTUAL PROPERTY ASSIGNMENT, dated as of February 10, 2000, is made and entered into by and between ZD Inc., a Delaware corporation ("Assignor"), in favor of WBT Operating LLC, a limited liability company organized under the laws of the State of Delaware ("Assignee").

Assignor and WP Education Holdings LLC ("WP Education") have entered into a Purchase Agreement, dated as of November 17, 1999 and amended as of the date hereof (as so amended, the "Purchase Agreement"), whereby Buyer agreed to acquire certain assets, and assume certain of the obligations and liabilities, of Seller upon the terms and conditions more fully set forth therein. Capitalized terms used herein but not defined herein are used herein as defined in the Purchase Agreement. WP Education has assigned part of its rights and obligations under the Purchase Agreement to Assignee in accordance with Section 9.1 of the Purchase Agreement, and as a result Assignor will be required to transfer a part of the Intellectual Property that constitutes Transferred Assets to Assignee.

Accordingly, it is agreed as follows:

1. Assignor hereby sells, assigns and transfers, effective on the date hereof, to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Trademarks that constitute Transferred Assets but do not incorporate the words "Logical Operations" or "Cobb", as fully and entirely as the same would have been held and enjoyed by Assignor had this Intellectual Property Assignment not been made, including the following to the extent they constitute Transferred Assets:

(a) all Trademarks, together with the goodwill of the business, or portion thereof to which the Trademarks pertain, symbolized thereby, registered with or filed or recorded in the United States Patent and Trademark Office or in any foreign jurisdiction and any applications for registration (including intent-to-use applications), including any URL defined as a Copyright by the Purchase Agreement, but excluding those Trademarks that incorporate the words "Logical Operations" or "Cobb"; such registrations and applications are identified on Schedule A to this Intellectual Property Assignment; and

(b) all claims and causes of action in favor of the Assignor heretofore accrued or hereafter accruing with respect thereto for past, present and future misappropriation, infringement or other violation of proprietary or other rights in such Trademarks but excluding any recovery (whether by settlement or otherwise) of attorneys' fees and expenses incurred by Assignor in connection with the Pacifica Litigation.

2. Assignor hereby requests and authorizes the Commissioner of Patents and Trademarks of the United States of America and any foreign register of any and all foreign Trademark rights transferred hereunder, whose collective duties include issuing trademark registrations, to issue the Certificate of Registration, Renewal or Assignment, for any trademark registration, or trademark registration resulting from any application, that is part of the Intellectual Property transferred hereunder, to Assignee, or its successors and assigns, in accordance with the terms of this instrument. Assignor hereby requests and authorizes any other official throughout the world whose duty it is to register and record ownership of trademarks to record Assignee, or its successors and assigns, as the assignee and owner of the right, title and interest assigned under this Intellectual Property Assignment.

3. Assignor agrees to execute and deliver at a future date any further documents or instruments of transfer or assignment that Assignee may reasonably request for the purpose of recording these assignments or otherwise carrying out the intent of the Purchase Agreement.

4. This Intellectual Property Assignment is an instrument of transfer contemplated by, and is executed pursuant to, the Purchase Agreement and nothing contained herein shall be deemed to modify any of the provisions of the Purchase Agreement or any rights or obligations of the parties under the Purchase Agreement.

Schedule A

Registered Trademarks
(including URLs defined as Copyrights but excluding Trademarks incorporating
the words "Logical Operations" or "Cobb")

TRADEMARKS (Continued)

ID	Client	Country	Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
19218	ZD EDUCATION	Australia	LEARNPRO	9, 16, 41, 42		2/1/1998	754010	7/3/1998	Registered
13666	European Union		CUSTOM CLASSROOM LIBRARY	9, 16, 41	149898	4/1/1996	149898	7/29/1998	Registered
13728	European Union		CUSTOM CLASSROOM LIBRARY LOGO	9, 16, 41	149930	4/1/1996	149930	7/10/1998	Registered
13850	European Union		EXPRESSLINE	9, 16, 41	149864	4/1/1996			Pending/Opposed
13664	European Union		INTERACTIVE TRAINING COMPANION	9, 16, 42	140707	4/1/1996			Pending/Opposed
19217	European Union		LEARNPRO	9, 16, 41, 42	736371	2/2/1998			Pending
15633	Germany		CUSTOM CLASSROOM LOGO	16, 41	Z 10 926/41 WZ	2/19/1992	DWZ 2 033 979	4/ 5/1993	Registered
15563	Germany		LOGICAL CLASSMATE TRAINING CENTER MANAGEMENT	9, 16, 41	Z10 928/41WZ	2/19/1992	DWZ 2034744	4/19/1993	Registered
15635	Germany		SKILLS EVALUATION SERIES	16, 41	Z 10 927/41 WZ	2/19/1992	DWZ 2 037 859	6/ 8/1993	Registered
19279	United States		CUSTOM CLASSROOM LIBRARY	9	75/448427	3/11/1998	2,277,493	9/14/1999	Registered
15363	United States		CUSTOM CLASSROOM LIBRARY LOGO	9	74/562910	8/12/1994	2,184,314	8/25/1998	Registered
14361	United States		EXPRESSLINE	16	75/017574	11/13/1995	2,116,727	11/25/1997	Registered
14365	United States		EXPRESSLINE	41	75/035355	12/21/1995	2,082,361	7/22/1997	Registered
15047	United States		INTERACTIVE TRAINING COMPANION	9	75/061285	2/22/1996			Pending
18744	United States		LEARNPRO	16	75/335605	7/31/1997	2,286,208	10/12/1999	Registered
18745	United States		LEARNPRO	41	75/335606	7/31/1997	2,286,209	10/12/1999	Registered
18746	United States		LEARNPRO	42	74/114601	7/31/1997			Registered

TRADEMARK

Client: ZD JOURNALS

ID	Country	Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
13791	France	INSIDE	16, 41	92419914	5/21/1992	92419914	5/21/1992	Registered
19195	United States	ABC'S OF THE WWW	9	75/419243	1/16/1998			Pending
19363	United States	BEYOND WEB BASICS	9	75/476805	4/24/1998			Pending
19289	United States	BUILDING INTERNET COMMUNITIES	9	75/456140	3/24/1998			Pending
20195	United States	EFOCUS	16	75/620312	1/14/1999			Pending
20196	United States	EFOCUS	42	75/620311	1/14/1999			Pending
20550	United States	INSIDE WEB DEVELOPMENT	16	75/805343	10/14/1999			Pending
20214	United States	INTERNET SEARCH ADVANTAGE	16	75/631180	1/29/1999			Pending
19167	United States	INTERNET SEARCH ADVANTAGE	38	75/403810	12/11/1997			Pending
19169	United States	INTERNET SEARCH ADVANTAGE	42	75/403809	12/11/1997			Pending
19362	United States	THE COMPLETE WEB SITE CD	9	75/474165	4/24/1998			Pending
19194	United States	WEB FANATIC'S GUIDE TO THE INTERNET	9	75/419242	1/16/1998			Pending

Schedule 3.79(c) Intellectual Property Rights: Trademark and Service Mark Applications and Registrations of Seller

TRADEMARK

18743	United States	LEARNPRO	9	75/333449	7/31/1997	2,274,892	8/31/1999	Registered
20138	United States	QUICKSKILL	41	75/589623	11/16/1998			Pending
20136	United States	QUICKSKILL	42	75/589636	11/16/1998			Pending
20137	United States	QUICKSKILL	9	75/589624	11/16/1998			Pending
20140	United States	QUICKSKILLCBT	41	75/589621	11/16/1998			Pending
20139	United States	QUICKSKILLCBT	9	75/589622	11/16/1998			Pending
20366	United States	TECHEXPRT	41	75/687546	4/20/1999			Pending
20370	United States	TECHEXPRT	9	75/688064	4/22/1999			Pending
19761	United States	THE HI-TECH HUB	42	75/522858	7/21/1998			Pending

Schedule C (con't.)

URLs

Domain Name

2000TRAINING.COM
32-BIT-WIN-EXPERT.COM
ASDJ.COM
BHMNIGHTLIFE.COM
COBB.COM
COBB-GROUP.COM
COBBTIPS.COM
CTSUPERSITE.COM
DEV-INTRANETS.COM
DEVINTRANETS.COM
ECALERT.COM
ECINSIDER.COM
ECOMMERCEINSIDER.COM
EDUCATIONREFERENCEUSER.COM
ELEARN.COM
ELECTRONICLEARNING.COM
I-COMMERCE-ALERT.COM
ICOMMERCEALERT.COM
INSIDEFRONTPAGE.COM
INSIDEMSOFFICE.COM
INSIDEPERFORMA.COM
INSIDEWINDOWS.COM
LEARNITONLINE.COM
LEARNLET.COM
LEARNMSW2KU.COM
LEARNNOW.COM
LEARNPRO.COM
LEARNW2KU.COM
LOGICALOPS.COM
MACUPDATES.COM
MS2KU.COM
MS2KUACADEMY.COM
MS2KUFORUM.COM
MSWEBBUILDER.COM
MSWEBPUB.COM
MSWINDOWS2KU.COM
MSWINDOWSUNIVERSITY.COM
ON-LINELEARNING.COM
PCLEARNING.COM
TECHWORKER.COM
TRAINING.COM
TRAININGZONE.COM

TUTOR.NET
U2EDUCATION.COM
UNDOCUMENTED-OFFICE.COM
VISUALJ.COM
VJDJ.COM
W2000TRAINING.COM
W2KEDUCATION.COM
W2KLEARN.COM
W2KTRAINING.COM
W2KU.COM
WINDOWS2000ACADEMY.COM
WINDOWS2000U.COM
WINDOWS2000UNIVERSITY.COM

COUNTY OF NEW YORK)

Before me, Notary Public in and for the County and aforesaid, appeared Daryl Otte, to me personally known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he executed said instrument as his free and voluntary act and for the uses and purposes therein expressed.

Eugene Hon
Notary Public

ZD Inc.



By:

Name:


Title:

STATE OF NEW YORK)

COUNTY OF NEW YORK)

S:

Before me, Notary Public in and for the County and aforesaid, appeared Daryl Otte, to me personally known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he executed said instrument as his free and voluntary act and for the uses and purposes therein expressed.


Notary Public

EUGENE HOM
Notary Public, State of New York
No. 01HO4929038
Qualified in Queens County
Certificate Filed in New York County
Commission Expires June 25, 2000

NY12525: 236258