

11-17-2000



101520133

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

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

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 11-6-00
- 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 18 2000

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

10 18 2000

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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: 002171 FRAME: 0265

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)

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.

MIKE K. CANTWELL

Name of Person Signing

Signature

11/3/00

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership 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 the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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)

<input type="text" value="75771398"/>	<input type="text" value="75460001"/>	<input type="text" value="75752212"/>
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Registration Number(s)

<input type="text" value="1016865"/>	<input type="text" value="1878465"/>	<input type="text" value="2252796"/>
<input type="text" value="2262249"/>	<input type="text" value="2214186"/>	<input type="text" value="2057833"/>
<input type="text" value="1864543"/>	<input type="text" value="1790901"/>	<input type="text" value="2294751"/>
<input type="text" value="2349234"/>	<input type="text" value="1165969"/>	<input type="text" value="2096700"/>
<input type="text" value="2187757"/>	<input type="text" value="1784693"/>	<input type="text" value="2099000"/>
<input type="text" value="1928742"/>	<input type="text" value="1929707"/>	<input type="text" value="2238506"/>
<input type="text" value="2078912"/>	<input type="text" value="2123628"/>	<input type="text" value="2223894"/>

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name RIVERDEEP GROUP PLC

10 18 2000

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization IRELAND

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name RIVERDEEP INTERACTIVE LEARNING LIMITED

DBA/AKA/TA

Composed of

Address (line 1) 3RD FLOOR, STYNE HOUSE

Address (line 2) UPPER HATCH STREET

Address (line 3) DUBLIN

IRELAND

2

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization IRELAND

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 the Assignment.)

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)

2218427	1934358	1932617
1479442	2280183	2062744
2302982	2178726	2025822
2145266		

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, made as of the 18th day of October, 2000, from Riverdeep Group PLC, a corporation organized under the laws of Ireland having a place of business at 3rd Floor, Styne House, Upper Hatch Street, Dublin 2, Ireland (hereinafter referred to as "Assignor") to Riverdeep Interactive Learning Limited, a corporation organized under the laws of Ireland having a place of business at 3rd Floor, Styne House, Upper Hatch Street, Dublin 2, Ireland (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the owner of the trademarks and service marks and the trademark and service mark registrations and applications identified on Schedule A attached hereto (hereinafter collectively, the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring the Trademarks; and

WHEREAS, Assignee is acquiring from Assignor the entire business to which the Trademarks pertain;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, convey and assign unto Assignee Assignor's entire right, title and interest in and to the Trademarks, in the United States and all jurisdictions outside the United States, together with the goodwill of the business appurtenant thereto and which is symbolized thereby, including the right to apply for trademark registration outside the United States based in whole or in part upon said Trademarks, and the right to renew the trademark registrations and any trademark registrations which shall issue from the applications included in the Trademarks, and every priority right that is or may be predicated upon or arise from said Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damages by reason of past infringement of said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

Assignor hereby authorizes the Assistant Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks, in accordance with this Trademark Assignment.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its proper officer thereunto duly authorized, as of the date first above written.

ASSIGNOR:

Riverdeep Group PLC

By: David Mulville

Name: DAVID MULVILLE

Title: VICE PRESIDENT

STATE OF _____ }
 } ss:
COUNTY OF _____ }

Before me, the undersigned, a Notary Public of the State of MASS, personally appeared David Mulville, having been sworn by me according to law did depose and say he was the Vice President of Riverdeep Group PLC (the "Assignor") and did acknowledge the execution of the foregoing Trademark Assignment on behalf of said Assignor.

WITNESS my hand and notarial seal this 18 day of October, 2000.
[Signature]

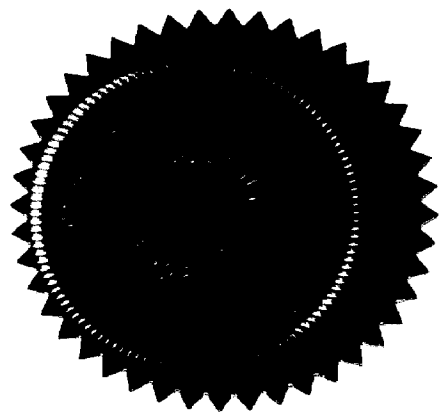
ASSIGNEE:

Riverdeep Interactive Learning

By: David Mulville

Name: DAVID MULVILLE

Title: VICE PRESIDENT



Schedule A

Trademarks and Service Marks and Registrations and Applications Therefor

<u>Mark</u>	<u>U.S. Registration No./Application No.</u>	<u>U.S. Registration Date/ Filing Date</u>
ALL AROUND FRIPPLETOWN	75/718,029	June 1, 1999
AN ISLAND ADVENTURE	2,198,088	October 20, 1998
AN OCEAN ADVENTURE	2,304,825	December 28, 1999
ASTRO ALGEBRA	2,136,232	February 10, 1998
BAILEY'S BOOK HOUSE	1,904,381	July 11, 1995
BAILEY'S BOOK HOUSE	1,834,422	May 3, 1994
BRAIN BYTES	75/491,450	May 27, 1998
CALCULATING CREW	2,127,794	January 6, 1998
CARNIVAL COUNTDOWN	2,145,268	March 17, 1998
DESTINATION: TIME TRIP, USA	2,065,894	May 27, 1997
EDMARK	1,015,485	July 8, 1975
EDMARK	1,016,865	July 29, 1975
EDMARK & Design	1,878,465	February 14, 1995
E EDMARK IGNITE THE CURIOUS MIND & Design	2,252,796	June 15, 1999
E & Design	2,262,249	July 20, 1999
FRIPPLE	75/977,494	November 25, 1997
FRIPPLETOWN	75/606,235	December 15, 1998
GALACTIC BRAIN BENDERS	75/718,028	June 1, 1999
IGNITE THE CURIOUS MIND	2,214,186	December 29, 1998
IMAGINATION EXPRESS	2,057,833	April 29, 1997
KID DESK & Design	1,864,543	November 29, 1994
KIDDESK	1,790,901	August 31, 1993
KID-SAFE SITES	2,294,751	November 23, 1999
LET'S GO READ!	2,349,234	May 16, 2000
LOGO DESIGN	1,165,969	August 18, 1981
MIGHTY MATH	2,096,700	September 16, 1997
MILLIE & BAILEY	2,187,757	September 8, 1998
MILLIE'S MATH HOUSE	1,784,693	June 27, 1993
MINDTWISTER MATH	75/736,843	June 25, 1999
NET COMPANION	75/427,186	February 2, 1998
NUMBER HEROES	2,099,000	September 23, 1997
ORANGA BANGA	1,928,742	October 17, 1995
SAMMY'S SCIENCE HOUSE	1,929,707	October 24, 1995
SKY ISLAND MYSTERIES	2,238,506	April 13, 1999
STANLEY'S STICKER STORIES	2,078,912	July 15, 1997
STRATEGY CHALLENGES	2,123,628	December 23, 1997
SUPER SECRET SCIENCE STATION	2,223,894	February 16, 1999
THEMEWEAVERS	75/892,309	January 7, 2000

<u>Mark</u>	<u>U.S. Registration No./Application No.</u>	<u>U.S. Registration Date/ Filing Date</u>
THINKIN' SCIENCE	2,218,427	January 19, 1999
THINKIN' THINGS	1,934,358	November 7, 1995
THINKIN' THINGS & Design	1,932,617	November 7, 1995
TOUCHFREE	75/752,212	July 15, 1999
TOUCHWINDOW	1,479,442	March 8, 1988
TRAVEL THE WORLD	2,280,183	September 21, 1999
TRUDY'S TIME & PLACE HOUSE	2,062,744	May 20, 1997
TRUE NETWORK VERSIONS	2,302,982	December 21, 1999
VIRTUAL MANIPULATIVES	2,178,726	August 4, 1998
VLE VIRTUAL LABS: ELECTRICITY HIGHLY ACCURATE ELECTRICAL SIMULATIONS OF CD ROM & Design	75/771,397	August 5, 1999
VLL VIRTUAL LABS: LIGHT HIGHLY ACCURATE LASER SIMULATIONS ON CD ROM & Design	75/771,398	August 5, 1999
WORDS AROUND ME	2,025,822	December 24, 1996
ZAP!	75/460,001	April 1, 1998
ZOO ZILLIONS	2,145,266	March 17, 1998