

12-07-2000



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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
- ☐ 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 HOUGHTON MIFFLIN COMPANY

Execution Date
Month Day Year

10 11 2000

Formerly

76030714

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization MASSACHUSETTS

Receiving Party

☐ Mark if additional names of receiving parties attached

Name CLASSWELL LEARNING GROUP INC.

DBA/AKA/TA

Composed of

Address (line 1) 31 ST JAMES AVENUE

Address (line 2) #350

Address (line 3) BOSTON

City

MA

State/Country

02116

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership
- ☒ Corporation ☐ Association
- ☐ Other

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.)

☐ Citizenship/State of Incorporation/Organization DELAWARE

FOR OFFICE USE ONLY

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)

76030214	76030212	76030004
76029057	76029606	76029607
76029608	76029574	

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 ☒

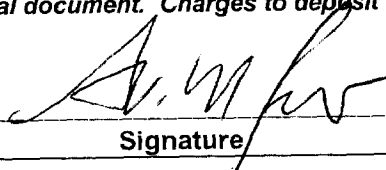
No ☐

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.

AVI M LEV, ATTORNEY

Name of Person Signing



Signature

08 Nov 2000

Date Signed

ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS dated October 2, 2000 by HOUGHTON MIFFLIN COMPANY, a corporation organized pursuant to the laws of Massachusetts ("Assignor"), to CLASSWELL LEARNING GROUP, INC. a corporation organized pursuant to the laws of Delaware ("Assignee").

WHEREAS, Assignor is the owner of the trademarks and pending "intent to use" applications for registration thereof in the United States Patent and Trademark Office, which pending applications are listed on Exhibit A attached hereto and incorporated by reference herein;

WHEREAS, Assignor has intended to use the trademarks listed on Exhibit A in interstate commerce and has filed applications with the United States Patent and Trademark Office based upon its bona fide intent to use such marks in commerce, but has not yet filed a verified statement of use under 15 U.S.C. §1051(d); and

WHEREAS, Assignee is acquiring the entire business, or portion thereof, to which the trademarks listed in Exhibit A pertain;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to said trademarks and pending "intent-to-use" applications thereof, together with the goodwill of the business symbolized by each such trademark and the right to sue for any and all causes of action that may have accrued to Assignor up to and including the date hereof in connection with any infringement or dilution of the said trademarks.

Assignor hereby irrevocably appoints Assignee, its successors and assigns, as true and lawful attorneys of Assignor to execute such further documents and instruments, and do such other acts and things as may be necessary or appropriate to effectuate the intentions hereof.

Assignor agrees to execute all such instruments and take all such actions as Assignee, being advised by counsel, shall reasonably request to secure to Assignee, its successors and assigns the rights herein assigned.

Assignor hereby requests the Commissioner of Patents and Trademarks of the United States of America, or any official of any jurisdiction whose duty it is to issue trademark registrations, to issue a Certificate of Registration for any registration resulting from the trademarks listed on the attached Exhibit A to the Assignee, its successors and assigns, in accordance with the terms of this instrument, and to deliver to the Assignee, its

attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment of Trademarks.

Assignor hereby covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent therewith.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed under seal as of the date first above written.

HOUGHTON MIFFLIN COMPANY

By:


Paul D. Weaver

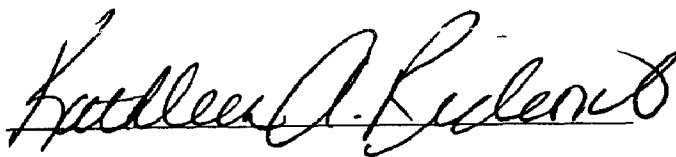
Its: Senior Vice President and General
Counsel

COMMONWEALTH OF MASSACHUSETTS)

) ss:

COUNTY OF SUFFOLK)

On this 11th day of October, 2000, before me personally came Paul D. Weaver known to me to be the SRVP: Counsel of Houghton M. Mifflin who executed the above instrument on behalf of the said corporation and acknowledged to me that the said corporation executed the same.



Notary Public

Commission expires 6/28/02

EXHIBIT A

Pending "Intent-to-Use" Applications

<u>Trademark</u>	<u>Serial Number</u>
CLASSWELL LEARNING GROUP	76/030214
CLASSWELL LEARNING GROUP	76/030212
CLASSWELL LEARNING GROUP	76/030004
CLASSWELL LEARNING GROUP	76/029057
CLASSWELL	76/029606
CLASSWELL	76/029607
CLASSWELL	76/029608
CLASSWELL	76/029574