

FORM PTO-1618A

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

TRADEMARK

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 # \_\_\_\_\_

12-29-2000

U.S. Patent & TMO/TM Mail Rcpt Dt. #67

Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger

Effective Date

Month Day Year

Change of Name

September 29, 2000

Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name International Learning Systems, Inc.

Execution Date  
Month Day Year

September 29, 2000

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation

Association  Other

Citizenship/State of Incorporation/Organization Virginia

Receiving Party

Mark if additional names of receiving parties attached

Name Pearson Education, Inc.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) One Lake Street

Address (line 2) Upper Saddle River, NJ 07458

Address (line 3) \_\_\_\_\_

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

01/12/2001 MTHAI1 00000157 2061207

01 FC:481 40.00 OF  
02 FC:482 100.00 OF

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 200231

**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 (212) 309-7015

Name Maura B. Leeds, Esq.

Address (line 1) MORGAN, LEWIS & BOCKIUS LLP

Address (line 2) 1800 M Street, N.W., Attn.: TMSU

Address (line 3) Washington, D.C. 20036

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

# 7

**Trademark Application Number(s) or Registration Number(s)** \_\_\_\_\_ Mark if additional numbers are 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)**

2,061,207, 1,731,017, 1,999,476

1,675,855, 2,279,735,

**Number of Properties** Enter the total number of properties involved. 5

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$ 140.00

Method of Payment: Enclosed X Deposit Account \_\_\_\_\_

Deposit Account  
(Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: 13-4520

Authorization to charge additional fees: Yes X 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.*

Margaret A. Delacruz  
Name of Person Signing

  
Signature

December 29, 2000  
Date Signed

## **TRADEMARK ASSIGNMENT**

This Trademark Assignment is dated as of September 29, 2000 (this "Assignment") from and by INTERNATIONAL LEARNING SYSTEMS, INC., a Virginia corporation ("Assignor"), in favor of PEARSON EDUCATION, INC., a Delaware corporation ("Assignee").

### WITNESSETH

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of the date hereof by and among Assignor, Assignee, Suzanne Dickson and Robert E. Dickson, Jr. (as the same may be amended, supplemented or modified from time to time, the "Purchase Agreement"; capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement), Assignor has agreed to sell the Assets to Assignee; and

WHEREAS, Assignor owns all right, title and interest in and to the marks listed on the attached Schedule A (collectively, the "Marks"), any pending applications for registration or registrations therefor, all common law rights related thereto and the goodwill of the business developed through the use thereof; and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign, transfer and convey all of its right, title and interest in and to the Marks to Assignee.

NOW, THEREFORE, pursuant to the Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor does hereby assign, transfer and convey, free and clear of all Liens, all of Assignor's right, title, and interest in and to the Marks, any pending applications for registration or registrations therefor, all common law rights related thereto and the goodwill of the business symbolized by the Marks to Assignee to be held and enjoyed by the Assignee, its successors, assigns and other legal representatives and any and all rights to sue for, collect and retain damages predicated on present or future infringements of the Marks, as well as all other claims and rights to damages associated with the Marks, whether predicated on past, present or future actions or omissions, and whether currently known or unknown.

2. Further Assurances. (a) Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required to perfect Assignee's ownership of or title to the Marks.

(b) Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks to record Assignee as the assignee and owner of any and all of Assignor's rights in the Marks.

(c) Assignor's assignment of the Marks to Assignee under this Assignment constitutes a complete, absolute and exclusive transfer of all of Assignor's rights (legal, equitable, use and otherwise) in the Marks whether currently existing or arising or recognized in the future. Assignor does not reserve or retain any right, title or interest in or to the Marks.

3. Purchase Agreement. The execution and delivery of this Assignment shall not be (nor be deemed to be) a waiver or discharge of any representation, warranty, covenant, or agreement of Assignor or Assignee in or under the Purchase Agreement, and such execution and delivery shall not be deemed a modification or amendment of any provision of the Purchase Agreement in any respect.

4. Amendment. This Assignment may not be amended or modified except by an instrument in writing signed by both of the parties hereto.

5. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile shall be effective as delivery of a manually executed counterpart of this Assignment.


6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Governing Law. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York. Each of the parties hereto agrees that any dispute relating to or arising from this Assignment or the transactions contemplated hereby may be resolved in the courts of the States of New York or Florida sitting in the County of New York or Pinellas (as applicable) or the United States District Court for the Southern District of New York or the Middle District of Florida, Tampa Division (as applicable) and the appellate courts having jurisdiction of appeals in such courts.

[Signature page follows]

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

INTERNATIONAL LEARNING SYSTEMS, INC.

By:   
Name: *Robert E. Dickson, Jr.*  
Title: *Vice President*

ACCEPTED:

PEARSON EDUCATION, INC.

By: \_\_\_\_\_  
Name:  
Title:

[Signature page to Trademark Assignment]


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

INTERNATIONAL LEARNING SYSTEMS, INC.

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED:

PEARSON EDUCATION, INC.

By:   
Name:  
Title:

**WILLIAM F. OLDSEY**  
PRESIDENT  
ELEMENTARY GROUP  
PEARSON EDUCATION

[Signature page to Trademark Assignment]

STATE OF Florida )

: ss.:

COUNTY OF Hillsborough )

On this 29<sup>th</sup> day of September, 2000 before me personally appeared Robert E. Dickson, Jr., to me known to be the person who executed the foregoing Trademark Assignment, who being by me duly sworn, deposes and says that he/she is the Vice President of International Learnings Systems, Inc., a Virginia corporation, which executed the foregoing Trademark Assignment; and that he/she signed his/her name thereto pursuant to authority granted to him/her by the board of directors of such corporation.

  
\_\_\_\_\_  
Notary Public



Leslie M. Arnett  
MY COMMISSION # CC935194 EXPIRES  
May 9, 2004  
BONDED THRU TROY FAIN INSURANCE, INC.

STATE OF New Jersey )

: ss.:

COUNTY OF Morris )

On this 29th day of September, 2000 before me personally appeared William F. Oldsey, to me known to be the person who executed the foregoing Trademark Assignment, who being by me duly sworn, deposes and says that he/she is the Senior Vice President of Pearson Education, Inc., a Delaware corporation, which executed the foregoing Trademark Assignment; and that he/she signed his/her name thereto pursuant to authority granted to him/her by the board of directors of such corporation.

Patricia R. Strathern  
Notary Public

PATRICIA R. STRATHERN  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES AUG. 5, 2003



**SCHEDULE A**

<b>MARK</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	<b>STATUS</b>
CANTA, DELETREA LEE & ESCRIBE APRENDIZAJE TOTAL DEL LENGUAJE (plus design)	2,061,207	May 13, 1997	REGISTERED
SING SPELL READ & WRITE	1,999,476	September 10, 1996	REGISTERED
SING SPELL READ & WRITE (plus design)	1,731,017	November 10, 1992	REGISTERED
WINNING THE RACE TO INDEPENDENT READING ABILITY (plus design)	1,675,855	February 18, 1992	REGISTERED
GUS THE BUG (design)	2,279,735	September 21, 1999	REGISTERED