

05-10-2001

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2)

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101712233

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of Conveying party(ies):
The McGraw-Hill Companies, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State (New York)
 Other _____

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

2. Name and address of receiving party(ies)
Name: National Computer Systems, Inc.
Internal
Address: _____

Street Address: 11000 Prairie Lakes Drive
City: Eden Prairie State: MN Zip: 55344

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Minnesota
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: 5-7-01

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 30, 1997

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1,892,986; 2,014,311; 2,041,400

Additional number(s) attached Yes No

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

Name: Daniel J. DeVoe, Esq.
NCS Pearson, Inc.
Internal Address: _____

Street Address: 11000 Prairie Lakes Drive

City: Eden Prairie State: MN Zip: 55344

6. Total number of applications and registrations involved: 3

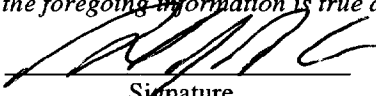
7. Total fee (37 CFR 3.41) \$ 90.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 90E

(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.

Daniel J. DeVoe  April 30, 2001
 Name of Person Signing Signature Date

Total number of pages including cover sheets, attachments, and document: 3

05/10/2001 10:42:11 00000100 1652986

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent and Trademarks, Box Assignments
Washington, D.C. 20231

01 FD:481 2979TM 40.00 UF
02 FD:482 50.00 UF

TRADEMARK
REEL: 002292 FRAME: 0425

TRADEMARK ASSIGNMENT

This Trademark Assignment is made effective as of the 30th day of June, 1997 by The McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of New York, having a place of business at 1221 Avenue of the Americas, New York 10020 ("McGraw-Hill") to National Computer Systems, Inc., a corporation organized and existing under the laws of Minnesota, having a place of business at 11000 Prairie Lakes Drive, Eden Prairie, Minnesota 55344 ("NCS").

WHEREAS, NCS and McGraw-Hill are parties to an Asset Purchase Agreement, dated June 30, 1997 (the "Purchase Agreement") whereby McGraw-Hill sold to NCS substantially all of the assets pertaining to McGraw-Hill's division known as The McGraw-Hill School Systems Division ("School Systems"); and

WHEREAS, pursuant to the Purchase Agreement, McGraw-Hill transferred and assigned to NCS, effective as of June 30, 1997, all of McGraw-Hill's right, title and interest in and to the McGraw-Hill Trademarks (the "Marks") that have been registered with the United States Patent and Trademark Office under the following registrations:

<u>Trademark</u>	<u>Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
OSIRIS	9	1,892,986	May 9, 1995
SKILLTRACKER	9	2,014,311	November 5, 1996
WINSCAN	9	2,041,400	February 25, 1997

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

McGraw-Hill hereby sells, assigns, transfers and conveys to NCS all of McGraw-Hill's right, title and interest in and to the Marks and any application and registration for the Marks, including the above-listed registrations for the Marks, together with that part of the good will of the McGraw-Hill School Systems Division business associated with the use of and symbolized by the Marks, to be held and enjoyed by NCS as fully and entirely as said interest could have been held and enjoyed by McGraw-Hill if this sale, assignment, and transfer had not been made.

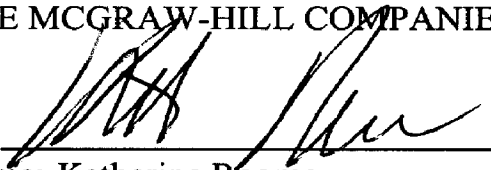
McGraw-Hill hereby further sells, assigns, transfers and conveys to NCS the entire right, title and interest of McGraw-Hill in and to any and all causes of action and rights of recovery for past infringement of the Marks.

This Assignment is effective as of June 30, 1997. This Assignment and its terms and provisions shall inure to the benefit of NCS, its successors, assigns and/or legal

representatives, and shall be binding upon McGraw-Hill, its successors, assigns and/or other legal representatives.

IN WITNESS WHEREOF, McGraw-Hill has executed this Assignment.

THE MCGRAW-HILL COMPANIES, INC.

By: 
Name: Katherine Roome
Title: Vice President and Associate
General Counsel

State of New York)
)ss.
County of New York)

On this 25 day of April, 2001, before me appeared Katherine Roome, the person who signed this instrument, who acknowledged that she signed it as a free act on behalf of The McGraw-Hill Companies, Inc. with authority to do so.


Notary Public

PETER J. O'CONNOR
NOTARY PUBLIC, State of New York
No. 41-4816506, Qual. in Queens County
Certificate Filed in New York County
Commission Expires May 31, 2002