

05-23-2001



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MCD 5-9-01

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
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year
01/27/01

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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)

- Individual General Partnership Limited Partnership Corporation Association
 - Other
 - Citizenship/State of Incorporation/Organization
- 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.)

05/22/2001 GTOW11 00000116 162500 1939206

FOR OFFICE USE ONLY

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

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20503

REEL: 002300 FRAME: 0950

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="1,939,206"/>	<input type="text" value="1,926,732"/>	<input type="text" value="2,213,162"/>
<input type="text" value="1,968,084"/>	<input type="text" value="2,014,817"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Jennifer Silver

Name of Person Signing

Signature

5/9/01

Date Signed

RIVERDEEP GROUP PLC

- and -

RIVERDEEP INTERACTIVE LEARNING LIMITED

INTELLECTUAL PROPERTY ASSIGNMENT

WILLIAM FRY
Solicitors
Fitzwilton House
Wilton Place
Dublin 2

014710.0029.GH

THIS ASSIGNMENT is made the 21st day of February, 2001

BETWEEN:

RIVERDEEP GROUP PLC

a public limited company incorporated
in Ireland under registration number
317234 having its principal offices at
Third Floor, Styne House, Upper Hatch
Street, Dublin 2
(the "Assignor")

- and -

RIVERDEEP INTERACTIVE LEARNING LIMITED

a company incorporated in Ireland
under registration number 241978
having its principal offices at Third
Floor, Styne House, Upper Hatch
Street, Dublin 2
(the "Assignee")

WHEREAS:

- A. The Assignee is a wholly-owned subsidiary of the Assignor.
- B. Pursuant to an Asset Purchase Agreement dated as of the 7th of February 2001 (the "SmartStuff Agreement") among the Assignor, SmartStuff Software, Inc., a corporation existing under the laws of Delaware, USA ("SmartStuff") and School Specialty Inc. ("SSI"), a corporation existing under the laws of Wisconsin, the Assignor intends to acquire certain intellectual properties of SmartStuff (the "Intellectual Property Rights") including, but not limited to, all right, title and interest to the Intellectual Property (as defined in Section 3(n) of the Smartstuff Agreement and referenced in Schedule 3(n)(ii) thereof).
- C. Clause 2(a) of the SmartStuff Agreement provides that, for accounting purposes, the transactions contemplated under the SmartStuff Agreement shall be deemed to be effective as of and from 27 January 2001 (the "Effective Date").
- D. Subject to and conditional upon closing of the transaction contemplated by the SmartStuff Agreement (the "Closing"), the Assignor wishes to assign, convey and transfer to the Assignee all of the Intellectual Property Rights.

IT IS HEREBY AGREED:

1. ASSIGNMENT

Subject to and conditional upon Closing, the Assignor hereby assigns, conveys and transfers the Intellectual Property Rights to the Assignee, effective immediately following Closing (the "Effective Time").

2. CONSIDERATION

In consideration for the assignment, conveyance and transfer of the Intellectual Property Rights contemplated hereunder, the Assignee shall issue to the Assignor non-interest bearing demand debt in an amount equal to the fair market value of the Intellectual Property Rights as at the date hereof (the "Debt Consideration"), such amount to be recorded by each of the parties hereto as an intercompany debt owing from the Purchaser to the Vendor.

3. ACCOUNTING

For accounting purposes, the Assignor and the Assignee agree that the transfer of Intellectual Property contemplated hereunder shall be deemed to be effective as of the Effective Date, and that, as of and from such date, the Purchaser shall be entitled to all rights, benefits profits and advantages deriving therefrom or accruing thereon.

4. STAMPING

The parties acknowledge and agree that the assignment of Intellectual Property Rights contemplated hereunder is not chargeable to Irish Stamp Duty by virtue of section 79 of the Stamp Duties Consolidation Act, 1999. In compliance with the requirements of such section, the Assignor agrees that it shall, forthwith following execution of this Assignment, submit this Assignment to the Revenue Commissioners for Ireland for stamping as not chargeable with any duty.

5. CONSIDERATION ADJUSTMENT

If the Revenue Commissioners for Ireland or any similar authority assesses or reassesses the Assignor or the Assignee to tax or proposes such an assessment or reassessment on the basis of a determination or assumption that the fair market value of the Intellectual Property Rights does not equal the value thereof as determined pursuant to this Assignment, the following adjustments will be made:-

- (a) for the purposes of the adjustments hereunder the fair market value of the Intellectual Property Rights will be deemed to be:-
 - (i) subject to clause 5(a)(iii), the fair market value of the Intellectual Property Rights determined by the authority making or proposing such an assessment or reassessment, provided that the Assignor and the Assignee agree that the determination is accurate;
 - (ii) subject to clause 5(a)(iii), where the Assignor or the Assignee do not agree that the authority's determination is accurate, the fair market value of the Intellectual Property Rights as determined by a qualified person whom the Assignor and the Assignee may appoint to make that determination as soon as reasonably possible after the making or proposing of such assessment or reassessment; and
 - (iii) for any such assessment or reassessment that is the subject of an appeal to a court of competent jurisdiction, the fair market value of the Intellectual Property Rights as determined by such court;
- (b) if the fair market value of the Intellectual Property Rights determined pursuant to sub-paragraph 5(a) is less than the aggregate of the principal amount of the Debt Consideration at the time of its issuance, the following adjustments will be made forthwith following such determination to account for that deficiency:-
 - (i) if at the date of adjustment the Debt Consideration is outstanding and still held by the original holder thereof, its principal amount will be reduced by

an amount equal to the deficiency and the principal amount so adjusted will be deemed retroactively to the date of issue of such Debt Consideration to have been its principal amount; and

- (ii) if the reduction made pursuant to paragraph 5(b)(i) is less than the total deficiency, an amount equal to the remainder of the deficiency will be deemed to have been loaned by the Assignee to the Assignor on the date it disposed of the Debt Consideration or the rights associated therewith which made it unable to effect the reduction pursuant to clause 5(b)(i) and such amount will be paid by the Assignor to the Assignee as soon as reasonably possible.

- (c) if the fair market value of the Intellectual Property Rights determined pursuant to sub-paragraph 5(a) is greater than the aggregate of the principal amount of the Debt Consideration at the time of its issuance, additional non-interest bearing debt consideration with a principal amount equal to such excess will as soon as reasonably possible be issued by the Assignee to the Assignor.

6. ACTUAL CONVEYANCE AND TRANSFER

This Assignment is intended to and shall operate as an actual assignment, conveyance and transfer of the Intellectual Property Rights without further act or formality and the Assignor hereby declares that any Intellectual Property Rights which remain in the name of the Assignor after the Effective Time will be held by the Assignor as nominee and agent for the Assignee. The Assignor **HEREBY ACKNOWLEDGES AND DECLARES** that, as of and from the Effective Time, it holds the Intellectual Property Rights, as nominee, in trust for the Assignee, and will hold all profits and advantages accruing thereon or which may accrue thereon upon trust for the sole use, benefit and advantage of the Assignee. The Assignor **HEREBY AGREES** that it shall, on demand and at the expense of the Assignee, transfer, mortgage, charge or otherwise deal with the Assignor's interest in the Intellectual Property Rights in accordance with the instructions of the Assignee.

7. FURTHER ASSURANCE

The Assignor shall, on being requested to do so by the Assignee and at the cost and expense of the Assignee, now or at any time in the future, promptly execute all such documents and do all such other acts or things as may be necessary or desirable to give full effect to this Assignment and secure to the Assignee the full right and benefit of the Intellectual Property Rights.

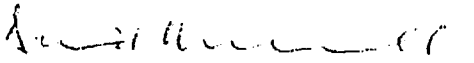
8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with Irish law and the parties hereby irrevocably submit to the exclusive jurisdiction of the Irish courts in relation to all matters arising out of or in connection with this Agreement.

9. COUNTERPART EXECUTION

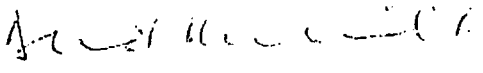
This Agreement may be executed by telefax and in counterpart, and such counterparts, when executed and delivered, shall constitute an original and all such counterparts together shall constitute one and the same Agreement.

IN WITNESS of which this Assignment has been executed by or on behalf of the parties hereto on the date first above written.

SIGNED by 

duly authorised on behalf of
RIVERDEEP GROUP PLC

in the presence of:-

SIGNED by 

duly authorised on behalf of
RIVERDEEP INTERACTIVE LEARNING LIMITED

in the presence of:-

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Schedule 3(n)(ii)
Owned Intellectual Property

Mark	Serial No./Reg. No.	Filing Date/Issue Date
UNDERCOVER	1,968,084	04/16/96
HIGHWAY PATROL	2,213,162	12/22/98
SCREENPLAY	2,014,817	11/22/96
SMARTSTUFF	1,939,206	12/05/95
FOOLPROOF	1,926,732	10/10/95
XCURSION	75/822,508	10/14/99
XCURSION	75/822,509	10/14/99
SAFEFILTER	75/822,505	10/14/99

Registered Copyrights

None

Material Unregistered Copyrights

At least some rights, including in source code, in the following products:

- FoolProof Security
- FoolProof LabManager
- FoolProof SaveServer
- Toner Tuner Secure
- UnderCover File Security
- Xcursion Works
- Xcursion Conrol
- Approximately 600 Xcursion files

Rights relating to the following web sites:

- The SmartStuff Software Web Site: www.smartstuff.com
- The Xcursion Central Web Site: www.xcursioncentral.com

IP Contracts

See Schedule 3(m)