

05-23-2001



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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

*MAJ 5-9-01*

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

**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**

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.)

**FOR OFFICE USE ONLY**

05/22/2001 GTON11 00000115 162500 1939206

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

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, DC 20231

REEL: 002301 FRAME: 0013

**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)**

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

5/9/01

Name of Person Signing

Signature

Date Signed

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**ASSET PURCHASE AGREEMENT**

by and among

**RIVERDEEP GROUP PLC,**

**SCHOOL SPECIALTY, INC.**

**AND**

**SMARTSTUFF SOFTWARE, INC.**

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**DATED AS OF FEBRUARY 7, 2001**

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of February 7, 2001 by and among Riverdeep Group plc, an Irish public limited company (the "Purchaser"), School Specialty Inc., a Wisconsin corporation (the "Parent"), and SmartStuff Software, Inc., a Delaware corporation and the wholly owned subsidiary of the Parent (the "Seller").

WHEREAS, the Seller provides comprehensive Internet security and web management solutions for schools and develops and sells e-learning tools designed to enable teachers to use the Internet for instructional purposes as well as desktop software security programs which limit access by children to selected programs and applications on desktop computers (the "Business");

WHEREAS, the Business was previously conducted by a division of the Parent, SmartStuff ("SmartStuff");

WHEREAS, the Seller possesses and has all of the rights and title to the assets previously attributable to the SmartStuff division of the Parent;

WHEREAS, the Purchaser desires to purchase, and the Seller desires to sell, assets relating to the Business, on terms and conditions set forth herein;

WHEREAS, simultaneously with the transactions contemplated herein, the Purchaser intends to transfer all of the Assets (as defined in Section 1(a) hereof), certain of which Assets will be transferred to Riverdeep Interactive Learning Limited, a wholly-owned Irish subsidiary of the Purchaser, and the remainder of which Assets will be transferred to Riverdeep, Inc, a wholly-owned U.S. subsidiary of the Purchaser ("Riverdeep, Inc."); and

WHEREAS, in connection with the transactions contemplated herein, Brian Chapin has agreed to enter into an employment agreement (the "Employment Agreement") with Riverdeep, Inc. in substantially the form attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the foregoing premises, the representations, warranties and agreements contained herein, the parties hereto agree as follows:

### SECTION 1. SALE AND PURCHASE.

(a) Assets. Upon the terms and subject to the conditions of this Agreement, on the Closing Date (as defined in Section 2(a) hereof), the Seller shall sell, convey, assign, transfer and deliver to the Purchaser, and the Purchaser shall purchase and acquire good and valid title to, all of the properties, assets and rights of the Seller, set forth on Schedule 1(a)(i) hereto (collectively, the "Assets").

(b) Assumed Liabilities. Upon the terms and subject to the conditions of this Agreement, at the Closing (as defined in Section 2(a) hereof), the Purchaser shall assume, and shall be solely and exclusively liable with respect to, and shall pay, perform or discharge in accordance with their respective terms, the liabilities and obligations of the Seller set forth on Schedule 1(b) hereto (collectively, the "Assumed Liabilities").

TRADEMARK

REEL: 002301 FRAME: 0016

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DONALD LY NOSKOWIAK

920-450-1643

P. 1

02/07/01 20:05 FAX 920725099

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003/003

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

PURCHASER:

RIVERDEEP GROUP PLC

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

PARENT:

(SCHOOL SPECIALTY, INC.)

By: *Donald Ly Noskowiak*  
Name: DONALD L. NOSKOWIAK  
Title: V.P. FINANCE / BUS. DEVELOP

SELLER:

SMARTSTUFF SOFTWARE, INC.

By: *Donald Ly Noskowiak*  
Name: DONALD L. NOSKOWIAK  
Title: V.P.

*Asset  
Purch.  
Agr.*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

PURCHASER:  
RIVERDEEP GROUP PLC

By: David Mulville  
Name: DAVID MULVILLE  
Title: EXECUTIVE VICE PRESIDENT

PARENT:  
(SCHOOL SPECIALTY, INC.)

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

SELLER:  
SMARTSTUFF SOFTWARE, INC.

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

**Schedule I(a)(i)**

**Assets**

- All assets recorded on the Balance Sheet of the Business
- Intellectual property listed on Scheduled 3(n)(ii) and 3(n)(iii)
- All phone and fax lines into SmartStuff
- All open customer orders, customer backorders and customer contracts
- Tangible personal property listed on Schedule 3(l)

**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 Control
- Approximately 600 Xcursion files

Rights relating to the following web sites:

- The SmartStuff Software Web Site: [www.smartstuff.com](http://www.smartstuff.com)
- The Xcursion Central Web Site: [www.xcursioncentral.com](http://www.xcursioncentral.com)

**IP Contracts**

See Schedule 3(m)



**Schedule 3(n)(iii)**

**None**