

08-29-2001

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



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

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

1. Name of conveying party(ies):

Kris Jamsa Software, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Nevada
- Other _____

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

2. Name and address of receiving party(ies)

Name: Thomson Learning Licensing Corporation

Internal

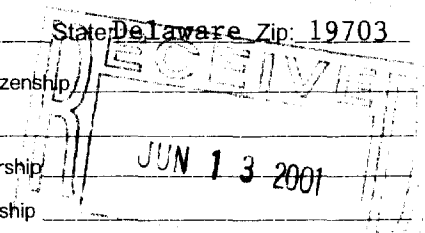
Address: _____

Street Address: 650 Naamans Road

City: Claymont State: Delaware Zip: 19703

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Florida
- 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:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: September 19, 2000

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

A. Trademark Application No.(s)

76/080985

B. Trademark Registration No.(s)

Handwritten: U180 6/13/01

Additional number(s) attached Yes No

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

Name: Paula Upson

Internal Address: Legal Dept.

The Thomson Corporation

Street Address: One Station Place

City: Stamford State: CT Zip: 06902

6. Total number of applications and registrations involved: _____

8

7. Total fee (37 CFR 3.41).....\$ 215

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0866

(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.

Paula K. Upson
Name of Person Signing

Paula K. Upson
Signature

6/13/01
Date

3

Total number of pages including cover sheet, attachments, and document:

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

06/18/2001 DBYRNE 00000221 200866 76080985
01 FC:481 40.00 CH

TRADEMARK
REEL: 002317 FRAME: 0682

SCHEDULE 5.8

INTELLECTUAL PROPERTY AND TECHNOLOGIES

Trademark Applications and Registrations

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>REGISTRATION NO.</u>	<u>FILING DATE</u>	<u>ISSUE DATE/STATUS</u>
Design (Dalmatian laying down wearing glass)	76,080,985		June 30, 2000	Pending
Design (Dalmation sitting - right side view)	76,080,984		June 30, 2000	Pending
JAMSA	76,067,206		June 9, 2000	Pending
JAMSA	76,067,205		June 9, 2000	Pending
Design (Dalmatian front view)	76,067,204		June 9, 2000	Pending
Design (Dalmatian front view)	75,067,203		June 9, 2000	Pending
JP & Design	75,266,000	2,150,744	March 28, 1997	April 14, 1998
A COMPUTER USER'S BEST FRIEND	74,552,094	1,907,207	July 21, 1994	July 25, 1995

TRADEMARK ASSIGNMENT

THIS AGREEMENT is effective as of September 19, 2000.

WHEREAS, KRIS JAMSA SOFTWARE, INC., a corporation organized and existing under the laws of the State of Nevada, having an address at P.O. Box 2608, Houston, Texas 77252 (hereinafter referred to as "Assignor"), has adopted, acquired, used and is using exclusively in its business the trademarks listed on Schedule A attached hereto; and

WHEREAS, Thomson Learning Licensing Corporation, a corporation organized and existing under the laws of the State of Florida (hereinafter referred to as "Assignee") is desirous of acquiring all right, title and interest in and to said trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee, its successors and assigns all of its right, title and interest in and to the trademarks, together with all the goodwill of the business symbolized by said marks, and together with the right to sue and collect damages and/or profits for past infringements of said marks, the intent hereof being to substitute Assignee in the place of Assignor.

KRIS JAMSA SOFTWARE, INC.

By: John D. Meador
Name: John D. Meador
Title: President