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

Tab settings

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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):

Edmark Corporation

- Individual(s) Association General Partnership Limited Partnership Corporation-State Washington Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: June 10, 2001

2. Name and address of receiving party(ies)

Name: Riverdeep Group PLC

Internal Address:

Street Address: 125 Cambridge Dr.

City: Cambridge State: MA Zip: 02140

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Ireland 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

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

A. Trademark Application No.(s) 76/079,951

B. Trademark Registration No.(s)

MWD 6/29/01

Additional number(s) attached Yes No

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

Name: Stanton J. Lovenworth, Esq.

Internal Address:

Street Address: c/o Dewey Ballantine LLP

1301 Avenue of the Americas

City: New York State: NY Zip: 10019

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(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.

Stanton J. Lovenworth

[Signature]

6/29/01

Name of Person Signing

Signature

Date

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

3

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

TRADEMARK REEL: 002326 FRAME: 0172

## TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, made as of the 10th day of June, 2001, from Edmark Corporation, a corporation organized under the laws of the State of Washington, having a place of business at New Orchard Road, Armonk, New York 10504 (hereinafter referred to as "Assignor") to Riverdeep Group PLC, a corporation organized under the laws of Ireland having a place of business at 3rd Floor, Styne House, Upper Hatch Street, Dublin 2, Ireland (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the owner of the trademark EDCONNECT and the United States trademark and/or service mark registration application serial no. 76079951 filed June 28, 2000 (hereinafter referred to as the "Trademark"); and

WHEREAS, Assignee is desirous of acquiring the Trademark; and

WHEREAS, Assignee has acquired from Assignor the entire business to which the Trademark pertains;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, convey and assign unto Assignee Assignor's entire right, title and interest in and to the Trademark, in the United States and all jurisdictions outside the United States, together with the goodwill of the business appurtenant thereto and which is symbolized thereby, including the right to apply for trademark registrations outside the United States based in whole or in part upon said Trademark, and the right to renew the trademark registrations and any trademark registrations which shall issue from the applications included in the Trademark, and every priority right that is or may be predicated upon or arise from said Trademark, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damages by reason of past infringement of said Trademark with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations and applications for the Trademark to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademark, in accordance with this Trademark Assignment.

