



attached original documents or copy hereof.

To the Honorable Commissioner of F

101791509

1. Name of conveying party(ies):

American Teaching Aids, Inc. *6-12-01*

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Correction of Assignment recorded at Reel/Frame 1618/0887
- Merger
- Change of Name

Execution Date: March 12, 1997

2. Name and address of receiving party(ies):

Name: Frank Schaffer Publications, Inc.
Address: 23740 Hawthorne Boulevard
Torrance, California 90505

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

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) & addresses attached?

Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s).

1,771,414 and 9 others

Additional Numbers attached? Yes No

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

Name: Patrick Boisson

Internal Address: Fross Zelnick Lehrman & Zissu, P.C.

Street Address: 866 United Nations Plaza

City: New York State: NY Zip: 10017

6. Total number of applications and registration involved:..... 10

7. Total fee (37 CFR 3.41) \$ 265.00

- Enclosed
 - Authorized to be charged to deposit account
- (Only if total fee is not sufficient)

8. Deposit account number:

23-0825-0576900

(Attach duplicate copy of this page if paying by deposit account)



06-12-2001

U.S. Patent & TMOs/TM Mail ReptDt #71

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.

Patrick Boisson
Name of Person Signing

Boisson
Signature

6/11/2001
Date

Total number of pages comprising cover sheet: _____

07/20/2001 LWELLER 0000612 177414
40 00 00
255 00 00

Trademark Schedule

CLOCK FACTORY & Design	1,771,414
FIND 'N' LEARN	1,777,862
JI (stylized)	1,391,553
JUDY	708,362
JUDY/INSTRUCTO	1,378,066
SEE-QUEES	578,570
STEPPING STONES	1,629,285
THINK 'N' DO & Design	1,777,860
PATHWAYS OF AMERICA	1,863,191
CELEBRATING OUR DIVERSITY	1,772,347

Tab settings

807-97 RE

08-20-1997



100514596

HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

AUG 07 1997

See original RECEIPT ACCTG. DIV. for copy thereof.

To the Honorable Commissioner of F

1. Name of conveying party(ies).

American Teaching Aids, Inc.

- Individual(s)
- General Partnership
- Corporation-State - Delaware
- Other

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

2. Name and address of receiving party(ies)

Name Frank Schaffer Publications, Inc.

Internal Address

Street Address 23750 Hawthorne Boulevard

City Torrance State CA ZIP 90503

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Delaware

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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: March 12, 1997

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

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s)

1771414	1777861	1777862	1770028	1191553
708362	1318066	1764672	1038551	578570
1629285	1717860	1851092	1863191	1772347
1636698				

Additional numbers attached? Yes No

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

Name Keri Christ

Internal Address: c/o Milbank, Tweed, Hadley & McCloy

Street Address: One Chase Manhattan Plaza

City: New York State: NY ZIP: 10005

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 3.41).....\$ 415.00

Enclosed

Any additional charges necessary are Authorized to be charged to deposit account

8. Deposit account number:

13-3250

(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.

Keri Christ

Name of Person Signing

Keri Christ
Signature

8/6/97
Date

Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARK
REEL: 1618 FRAME: 0887

TRADEMARK
REEL: 2335 FRAME: 0712

1771414
00000000
08/19/1997 11:01:11
01 FC:461
02 FC:402

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") dated March 12, 1997, by and between AMERICAN TEACHING AIDS, INC., a California corporation having an office at 299 Jefferson Road, Parsippany, NJ 07054 ("Assignor") and FRANK SCHIAFFER PUBLICATIONS, INC., a Delaware corporation having an office at 23750 Hawthorne Boulevard, Torrance, CA 90505 ("Assignee")

WHEREAS, Assignor uses and owns all right, title, and interest in and to the registered marks shown on the attached Schedule A, including the unregistered marks set forth on Schedule B (collectively, the "Marks"); and

WHEREAS, Assignor and Assignee have entered into Asset Purchase Agreements dated March 12, 1997 pursuant to which Assignor has agreed to sell, transfer and assign to Assignee certain assets relating to Assignor's business of publishing, marketing and distributing educational products which are associated with the Marks, and Assignee has agreed to acquire certain assets relating to Assignor's business of publishing, marketing and distributing educational products associated with the Marks, and pursuant to which Assignor has agreed to sell, transfer and assign to Assignee and Assignee has agreed to accept the sale and assignment of, all of Assignor's right, title and interest in and to the Marks and the goodwill associated therewith and symbolized by the Marks

CP 2000 1 03/12/97 11.20am

TRADEMARK
REEL: 1618 FRAME: 0888

TRADEMARK
REEL: 2335 FRAME: 0713

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer over to Assignee and Assignee hereby accepts the sale and assignment of, all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated with and symbolized by the Marks, and all registrations and applications therefor, in the United States and all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, together with all income, royalties or payments due or payable with respect to the Marks as of the date hereof and hereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, affiliates or other legal representatives.

IN TESTIMONY WHEREOF, the Assignor has executed this Trademark Assignment this 12th day of March, 1997.

AMERICAN TEACHING AIDS, INC.

By:

Name: _____
Title: _____

STATE OF New York

COUNTY OF Westchester

)
) SS.
)

On this 12th day of March, 1997, there appeared before me _____ on behalf of American Teaching Aids, Inc. personally known to me, who acknowledged that he/she signed the foregoing Trademark Assignment as his/her voluntary act and deed with full authority to do so.

[Signature]
Notary Public

Notary Public
2124 20th St. West
New York, NY

**Schedule A
REGISTERED MARKS**

Federal

Mark	Reg. No.	Date Issued
CLOCK FACTORY & Design	1771414	05/18/93
COLOR 'N' LEARN & Design	1777861	06/22/93
FIND 'N' LEARN	1777862	06/22/93
HANDS TOGETHER SERIES & Design	1770028	05/11/93
J1 (Stylized)	1391553	04/29/86
JUDY	708362	12/13/60
JUDY/INSTRUCTO	1378066	01/14/86
MATCH 'N' LEARN	1764672	04/13/93
NUMBERITE	1038551	04/27/76
SEE-QUEES	578570	08/11/53
STEPPING STONES	1629285	12/25/90
THINK 'N' DO & Design	1777860	06/22/93
MAKE-IN-A-MINUTE	1851092	08/23/94
PATHWAYS OF AMERICA	1863191	11/15/94
CELEBRATING OUR DIVERSITY	1772347	05/18/93
ATA & Design	1636698	03/05/91

State

Mark	Reg. Date/ State	Reg. No.
JUDY/INSTRUCTO	2/28/89 Minnesota	890228
JUDY/INSTRUCTO	2/28/89 Minnesota	890331

Schedule B
UNREGISTERED MARKS

Mark	First Use Commenced At Least As Early As
DOODLELOOPS	November 1993
KIDS HAVE FEELINGS, TOO	1993
IT'S A CHILD'S WORLD	1991
IT'S A STUDENT'S WORLD	1993
MIND-TREKS	November 1995
AMERICAN TEACHING AIDS	August 1970
SHINING STAR	Fall 1982
SHINING STAR & star logo	Fall 1983
Star logo	Fall 1983
JUDY-ETTES (stylized)	NA
INSTRUCTO	NA
INSTRUCTO & Design	NA

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RECORDED: 08/07/1997

TRADEMARK
REF: 1618 FRAME: 0897

RECORDED: 06/12/2001

TRADEMARK
REEL: 2335 FRAME: 0717