

10-18-2001



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

RE

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

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

1. Name of conveying party(ies): TLC Education Properties LLC 109-01
Individual(s) Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company Delaware
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Riverdeep Group plc
Internal Address: 3rd Floor, Styne House
Street Address: Upper Hatch Street
City: Dublin State: Ireland Zip: 2
Country: Ireland
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State 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: 9/14/01

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/096,802 76/071,880
Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,078,845
RECEIVED
OCT - 9 2001

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Stanton J. Lovenworth, Esq.
Internal Address:
Street Address: Dewey Ballantine LLP
1301 Avenue of the Americas
City: New York State: NY Zip: 10019

6. Total number of applications and registrations involved: 52
7. Total fee (37 CFR 3.41): \$1,315.00
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
Name of Person Signing
Signature
Date: October 9, 2001

Total number of pages including cover sheet, attachments, and document: 8

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

TRADEMARK REEL: 002379 FRAME: 0899

10/17/2001 L MUELLER 01 FC:481 02 FC:482

**Continuation of Item 4 to the Recordation Form Cover Sheet - Trademark Only**  
**List of Additional Trademark Registration Numbers**

2,078,845  
1,969,945  
1,850,384  
2,212,991  
2,007,255  
2,304,536  
2,286,308  
2,470,749  
2,286,115  
2,072,359  
1,990,761  
2,233,893  
2,448,326  
1,347,323  
2,041,387  
1,991,609  
1,885,562  
2,070,388  
1,503,670  
1,771,617  
2,179,142  
1,616,866  
2,445,419  
2,276,281  
1,430,966  
2,194,347  
2,191,555  
2,191,554  
1,732,691  
1,909,068  
1,769,401  
1,872,342  
2,200,440  
2,364,846  
2,322,090  
1,818,409  
1,832,011  
1,854,540  
2,077,963  
1,483,655  
1,383,516  
2,163,949  
2,087,438  
2,213,937  
2,221,220  
2,223,676  
1,963,054  
2,135,018  
1,606,525  
2,244,406

**Designation of Domestic Representative**

Receiving party hereby designates Riverdeep Interactive Learning Limited, whose address is 125 Cambridge Drive, Cambridge, Massachusetts 02140, as its representative upon whom notice or process in proceedings affecting the mark may be served.

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, made as of the 14<sup>th</sup> day of September, 2001, from TLC Education Properties, LLC, a Delaware limited liability company (hereinafter referred to as "Assignor") to Riverdeep Group plc, a corporation organized under the laws of Ireland (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the owner of the trademarks and service marks and the trademark and service mark registrations and applications identified on Schedule A attached hereto (hereinafter collectively, the "Trademarks");

WHEREAS, Assignee and Assignor are parties to that certain Asset Purchase Agreement (the "APA"), dated as of September 5, 2001, by and between Assignee, Assignor and GTG/Wizard, LLC, a Delaware limited liability company, whereby Assignee is acquiring from Assignor the entire business to which the Trademarks pertain;

WHEREAS, in connection with the transactions contemplated by the APA, Assignor has agreed assign its entire right, title and interest in and to the Trademarks; and

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 Trademarks, together with the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to renew the trademark registrations and any trademark registrations which shall issue from the applications included in the Trademarks, and every priority right that is or may be predicated upon or arise from said Trademarks, 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 Trademarks 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 Assistant Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Trademarks 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 Trademarks, in accordance with this Trademark Assignment.

Assignor shall execute and deliver to Assignee, or any designee of the Assignee, any further documents or instruments and shall take, or cause to be taken, all such other and further action as may reasonably be required by Assignee in order to

affect or perfect the assignments contemplated hereby, provided that Assignee shall reimburse Assignor for all of Assignor's out-of-pocket costs and expenses in connection therewith. Assignor further covenants and agrees that Assignor will at any time upon request of Assignee communicate to Assignee any facts relating to the Trademarks known and reasonably available to Assignor, and that Assignor will provide declarations and/or affidavits upon the reasonable request of Assignee as to the same in any proceeding in the United States Patent and Trademark Office and/or the equivalent agency in jurisdictions outside the United States, and/or in connection with any litigation involving the trademarks, provided that Assignee shall reimburse Assignor for all of Assignor's out-of-pocket costs and expenses in connection therewith.



Schedule A

**Trademarks and Service Marks and Registrations and Applications Therefor**

<b>Trademark/ Service Mark</b>	<b>Class</b>	<b>Reg./Serial Number</b>
ACTIVE MIND SERIES	9	2,078,845
AMAZING WRITING MACHINE, THE	9	1,969,945
AMAZON TRAIL, THE	28	1,850,384
CARMEN SANDIEGO CONNECTION	42	2,212,991
CARMEN SANDIEGO JUNIOR DETECTIVE EDITION	28	2,007,255
CARMEN SANDIEGO WORD DETECTIVE	9	2,304,536
CLUEFINDERS, THE	9	2,286,308
ELANGUAGE	41	2,470,749
ELANGUAGE	9	76/096,802
GRADE BUILDER	9	2,286,115
INTERACTIVE MATH JOURNEY	9	2,072,359
INTERACTIVE READING JOURNEY	9	1,990,761
JAMES DISCOVERS MATH	9	2,233,893
LEARNINGBUDDIES	9	2,448,326
LEARNING COMPANY, THE	9,16	1,347,323
LOGICAL JOURNEY OF THE ZOOMBINIS	9	2,041,387
MARLU & Design	9,16,41	1,991,609
MATHKEYS	9	1,885,562
MAVIS BEACON	9	2,070,388
MAVIS BEACON TEACHES TYPING!	9	1,503,670
OREGON TRAIL, THE	28	1,771,617
ORLY'S DRAW-A-STORY	9	2,179,142
OUTNUMBERED!	28	1,616,866
PIONEER ADVENTURES	9	2,445,419
PRACTICE MAKES PERFECT	9	2,276,281
READER RABBIT	9	1,430,966
READER RABBIT'S KINDERGARTEN	9	2,194,347
READER RABBIT'S PRESCHOOL	9	2,191,555
READER RABBIT'S TODDLER	9	2,191,554
SKILLS BANK	9	1,732,691
SKILLS BANK CORNERSTONE	9,16	1,909,068
STORYBOOK WEAVER	28	1,769,401
SUPER SOLVERS	9	1,872,342
TLC & Design	9	2,200,440
TLC THE LEARNING COMPANY & Design	9	2,364,846
TLC THE LEARNING COMPANY FOR	9	2,322,090

Trademark/ Service Mark	Class	Reg./Serial Number
GREATER KNOWLEDGE & Design TREASURE COVE!	9	1,818,409
TREASURE MATHSTORM!	9	1,832,011
TREASURE MOUNTAIN!	9	1,854,540
ULTIMATE WRITING & CREATIVITY CENTER	9	2,077,963
VIRTUALTALK	41	76/071,880
WHERE IN THE U.S.A. IS CARMEN SANDIEGO?	28	1,483,655
WHERE IN THE WORLD IS CARMEN SANDIEGO?	28	1,383,516
WHERE IN THE WORLD IS CARMEN SANDIEGO?	41	2,163,949
WHERE IN THE WORLD IS CARMEN SANDIEGO?	16	2,087,438
WHERE IN THE WORLD IS CARMEN SANDIEGO?	28	2,213,937
WHERE IN THE WORLD IS CARMEN SANDIEGO?	16	2,221,220
WHERE IN THE WORLD IS CARMEN SANDIEGO?	9	2,223,676
WHERE IN THE WORLD IS CARMEN SANDIEGO? JUNIOR DETECTIVE EDITION	28	1,963,054
WHERE IN TIME IS CARMEN SANDIEGO?	41	2,135,018
WHERE IN TIME IS CARMEN SANDIEGO?	28	1,606,525
WORD MUNCHERS	9	2,244,406



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