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12-26-2001

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

12-14-2001

U.S. Patent & TMO/TM Mail Rcpt Dt. #22

Owner of Patent



101924877

Send original documents or copy hereof.

Conveying party(ies):

12/14/01

TEACHER TOOLS, INC.

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

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

3. Nature of conveyance:

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

Execution Date: November 1, 2000

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

Name: TOM SNYDER PRODUCTIONS, INC.
Address: 6383A Joaquin Marieta Avenue
Newark, CA 94560

- 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) & addresses attached? Yes No

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

A. Trademark Application No.(s)
75/859,407 75/859,408

B. Trademark Registration No.(s).
2,458,806

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:.....3

7. Total fee (37 CFR 3.41) \$ 90.00

- 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)

12/21/2001 DBYRNE 00000063 75859407

01 FC:481 40.00 OP
02 FC:482 50.00 OP

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

Signature

12/14/2001
Date

Total number of pages comprising cover sheet: _____

FZLZ File No.: TTOL USA TA-99/11812 DWB

OMB No. 0651-0011 (exp. 4/94)

EXHIBIT 3.01 (b) ASSIGNMENT OF INTELLECTUAL PROPERTY
Effective as of November 1, 2000

This ASSIGNMENT OF INTELLECTUAL PROPERTY is made pursuant to Section 3.01 (b) of the Asset Purchase and Sale Agreement dated as of November 1, 2000, between Teacher Tools, Inc., ("Assignor") and Tom Snyder Productions, Inc. ("Assignee"), both corporations incorporated under the laws of the State of Delaware (the "Asset Purchase and Sale Agreement"). Capitalized terms used herein without definition shall have the respective meanings ascribed thereto in the Asset Purchase and Sale Agreement.

In consideration of good and valuable consideration paid to the undersigned Assignor by the Assignee, the receipt whereof is hereby acknowledged, the undersigned Assignor by these presents hereby sells, assigns, transfers, and sets over unto the said Assignee the following rights (including all treaty and convention rights and the right to sue for present, past, and future infringement, the same to be held and enjoyed by said Assignee, its successors, assigns, or other legal representatives, for the full terms over which all such rights may extend, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made):

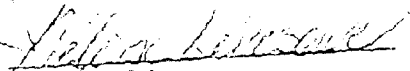
- (a) All right, title and interest in and to the trademarks and trade names listed in Appendix "A" to this Assignment, and in any registrations and/or applications therefor, together with the goodwill of the business symbolized thereby, along with all claims that could be asserted by Assignor arising out of or relating to the use or ownership of said trademarks and trade names;
- (b) All rights under copyright as listed in Appendix B to this Assignment, for all terms of protection therefor, including all renewals and extensions thereof, and all claims and causes of action appurtenant thereto, along with the right to make such changes therein as Assignee, in its sole discretion, may determine; and
- (c) All rights in and to the domain names owned or claimed by the Assignor, whether registered or unregistered, without regard to the registrar therefor, and including the domain names listed in Appendix "C" to this Assignment and Assignor agrees to execute and deliver to Assignee all necessary registrant name change forms and agreements to effectuate this assignment.

And by this covenant the undersigned shall over execute or procure any further necessary assurance of title to said intellectual property; and at any time, upon the request and at the expense of said Assignee, shall execute and deliver any and all papers that may be necessary or desirable to perfect the title to said intellectual property which may be granted therefor in said Assignee, its successors, assigns or other legal representatives.

This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

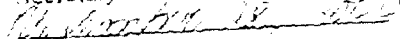
IN WITNESS WHEREOF the Assignor has caused this Assignment of Intellectual Property to be duly executed as of the date first above.

TEACHER TOOLS, INC.

By: 

Name: Hélène Lévesque

Title: Secretary

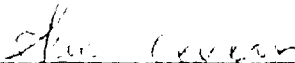
Date:  11/1/00

CITY OF TORONTO

PROVINCE OF ONTARIO

On November 28th, 2000, before me, the undersigned, a Notary Public in and for the Province of Ontario, personally appeared H el ene L evesque, to me personally known or proved to me on the basis of satisfactory evidence to be the Secretary of Teacher Tools, Inc. that executed the above instrument, and acknowledged to me that she executed the same pursuant to a resolution of its board of directors.

WITNESS my hand and official seal.



Sara Albin
A Notary Public in and for the Province of Ontario

AFFIX SEAL

APPENDIX "A"

LIST OF TRADEMARKS

<u>COUNTRY</u>	<u>MARK</u>	<u>STATUS</u>
United States	TEACHER FREEBIES	Pending Application
United States	ITEACH	Pending Application
United States	ITEACH.COM	Pending Application