

03-08-2002

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



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

102007802

MRP 2-6-02

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

1. Name of conveying party(ies):

Tom Snyder Productions, Inc.

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

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

2. Name and address of receiving party(ies)

Name: **TSPA, INC.**

Internal

Address:

Street Address: **557 Broadway**

City: **New York** State: **NY** Zip: **10012**

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

Execution Date: **December 21, 2001**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2128059 and 25 others

Additional number(s) attached Yes No

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

Name: **Edward H. Rosenthal, Esq.**

Internal Address: **Frankfurt Garbus Kurnit**

Klein & Selz, PC

Street Address: **488 Madison Avenue**

City: **New York** State: **NY** Zip: **10022**

6. Total number of applications and registrations involved: **26**

7. Total fee (37 CFR 3.41).....\$ **690.00**

- 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.

Edward H. Rosenthal

Name of Person Signing

Signature

February 6, 2002

Date

10

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

03/07/2002 LINDELLER 00000041 2128059

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

01 FC:481
02 FC:482

40.00 OP
625.00 OP

Rep'n. Ref: 03/07/2002 LINDELLER 000721050
Date: 06/18/39 Name/Number: 2128059
FC: 704

TRADEMARK
REEL: 002456 FRAME: 0219

SCHEDULE OF TRADEMARKS

TRADEMARK	REGISTRATION NO.
CHOICES, CHOICES	2,128,059
DECISIONS, DECISIONS	2,021,985
FIZZ	1,804,176
FIZZ DESIGN	1,807,432
GEOGRAPHY SEARCH	2,013,728
GRAPH ACTION!	2,192,472
INNERBODYWORKS	1,894,883
INTERNATIONAL INSPIRER	2,267,973
MARTINA	1,804,175
MARTINA DESIGN	1,807,434
MINDS-ON-SCIENCE	1,964,073
NATIONAL INSPIRER	2,250,700
PIP & ZENA'S SCIENCE VOYAGE	2,098,154
RAINFOREST RESEARCHERS	2,431,894
READING MAGIC	1,585,378
SHIP LOGO	2,073,289
SQUIGGLEVISION	2,124,138
THE GRAPH CLUB	2,013,729
THE GREAT OCEAN RESCUE	2,066,445
THE GREAT SOLAR SYSTEM RESCUE	2,066,443
THE SEARCH SERIES	2,020,717
TIME SHIFT RADIO	1,998,587
TOM SNYDER PRODUCTIONS	2,015,457
TOM SNYDER PRODUCTIONS	2,015,456
TOM SNYDER PRODUCTIONS	2,015,451
TOM SNYDER PRODUCTIONS	1,954,322

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of December 21, 2001, is made and entered into by and among TOM SNYDER PRODUCTIONS, INC., a Delaware corporation ("Tom Snyder"), SCIENCE COURT, LLC, a Delaware limited liability company and a direct, wholly owned subsidiary of Tom Snyder (the "Subsidiary"; and the Subsidiary, together with Tom Snyder being, the "Sellers"), and TSPA, INC., a Delaware corporation (the "Purchaser") (each a "Party," and collectively, the "Parties").

RECITALS

WHEREAS, Harlequin Holdings Inc. ("Harlequin"), the Sellers, and the Purchaser are parties to that certain Asset Purchase Agreement, dated as of even date herewith (the "Agreement"), pursuant to which, *inter alia*, the Purchaser acquired certain Assets (as defined therein) from the Sellers;

WHEREAS, the Sellers, individually or collectively, own all right, title and interest in and to certain intellectual property included in the Assets; and

WHEREAS, as a condition to Closing (as defined in the Agreement), the Parties agreed to enter into this Assignment pursuant to which the Sellers will confirm the assignment to the Purchaser of all of their right, title and interest in and to the Trademarks.

NOW THEREFORE, in consideration of the promises and mutual agreements set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment and Transfer. The Sellers hereby confirm the sale, assignment, conveyance, and transfer to the Purchaser, for Purchaser's sole and exclusive use and enjoyment, all of the Sellers' right, title and interest in and to (i) trademarks and services marks, including registrations and applications for registration thereof, together with the goodwill associated therewith, (ii) patents and patent applications, (iii) copyright registrations, and (iv) domain names, in each case listed on Schedule A attached hereto (collectively, "Transferred Intellectual Property").

2. Recordation of Patents, Trademarks and Copyrights. If the Purchaser elects to record this Assignment with the U.S. Patent & Trademark Office, U.S. Copyright Office, or applicable state or foreign governmental or international authorities or registries, the Purchaser shall bear all costs and fees associated with such recording. The Sellers hereby authorize and request the Commissioner of Patents and Trademarks of the United States, Register of Copyrights of the United States, and any official of any state or foreign country whose duty it is to issue intellectual property registrations, to issue all registrations from any applications for registration included in the Transferred Intellectual Property to the Purchaser.

3. Further Assurances. The Sellers covenant and agree that they will, upon the reasonable request of the Purchaser and at the Purchaser's cost and expense, execute and deliver, or cause to be executed or delivered, any and all documents provided by the Purchaser that may be necessary or desirable to perfect the sale, assignment, conveyance and transfer of the Transferred Intellectual Property.

4. Governing Law and Forum. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York.

5. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

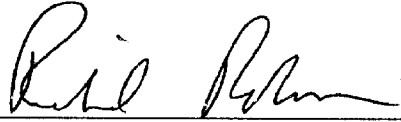
THE SELLERS:

THE PURCHASER:

TOM SNYDER PRODUCTIONS, INC.

TSPA, INC.

By: _____
Name:
Title:

By:  _____
Name:
Title:

SCIENCE COURT LLC

By: _____
Name:
Title:

3. Further Assurances. The Sellers covenant and agree that they will, upon the reasonable request of the Purchaser and at the Purchaser's cost and expense, execute and deliver, or cause to be executed or delivered, any and all documents provided by the Purchaser that may be necessary or desirable to perfect the sale, assignment, conveyance and transfer of the Transferred Intellectual Property.

4. Governing Law and Forum. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York.

5. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

THE SELLERS:

THE PURCHASER:

TOM SNYDER PRODUCTIONS, INC.

TSPA, INC.

By: *Melanie Levesque*
Name:
Title: *Secretary*

By: _____
Name:
Title:

SCIENCE COURT LLC

By: *Melanie Levesque*
Name:
Title: *Secretary*

SCHEDULE A

TRANSFERRED INTELLECTUAL PROPERTY

See Attached.

SCHEDULE 3.11(a)

I. TRADEMARKS

A. TRADEMARKS OWNED BY TOM SNYDER PRODUCTIONS INC.

COUNTRY AUSTRALIA

Trademark	Corporate Entity	Application Number	Application Date	Registration Number	Status (As of 11/7/01)	Status Date
TOM SNYDER PRODUCTIONS	Massachusetts	677796	Nov. 10, 1995	677796	Registered	April 18, 199

COUNTRY CANADA

Trademark	Corporate Entity	Application Number	Application Date	Registration Number	Status (As of 11/7/01)	Status Date
FIZZ & MARTINA	Massachusetts	0872386	March 17, 1998		Abandoned	April 4, 2001
HISTORY COURT	Delaware	0821137	August 20, 1996		Abandoned	Sept. 13, 200
MATH COURT	Delaware	0821139	August 20, 1996		Abandoned	Sept. 13, 200
PLACEMENT	Delaware	1116517	Sept. 21, 2001		Formalized	Oct. 4, 2001
SCIENCE COURT	Delaware	0821138	August 20, 1996	TMA510113	Registered	March 26, 19
TOM SNYDER PRODUCTIONS	Massachusetts	0797621	Nov. 17, 1995	TMA485221	Registered	Nov. 4, 1997

* Assignment from Teacher Tools Inc. to Tom Snyder Productions Inc. Filed December 14, 2001

COUNTRY	UNITED STATES	Trademark	Corporate Entity	Application Number	Application Date	Registration Number	Status (As of 11/7/01)	Status Date (M/D/Y)
		CHOICES, CHOICES	Massachusetts	75021817	Nov. 20, 1995	2128059	Registered Principal Register	Jan. 13, 1998
		COMMUNITY CONSTRUCTION KIT	Delaware	75432151	Feb. 11, 1998		Allowed for Registration	July 20, 2001
		DECISIONS, DECISIONS	Massachusetts	75020891	Nov. 16, 1995	2021985	Registered Principal Register	Dec. 10, 1996
		DIORAMA DESIGNER	Massachusetts	75749982	July 14, 1999		Office Action Mailed	June 14, 2001
		FIZZ	Massachusetts	74267224	April 20, 1992	1804176	Registered Principal Register	Nov. 16, 1993
02/05/02		FIZZ DESIGN	Massachusetts	74266623	April 17, 1992	1807432	Registered Principal Register	Nov. 30, 1993
THE		FIZZ & MARTINA	Massachusetts	75455450	March 24, 1998		Abandoned	Jan. 28, 2000
16:08		GEOGRAPHY SEARCH	Massachusetts	75021822	Nov. 20, 1995	2013728	Registered Principal Register	Nov. 5, 1996
TX/RX		GRAPH ACTION!	Massachusetts	74660247	April 7, 1995	2192472	Registered Principal Register	Sept. 29, 1998
NO		GREAT TEACHING IN THE ONE-COMPUTER CLASSROOM	Delaware	76167161	Nov. 17, 2000		Response to Office Action	June 20, 2001

Application from London Trade Inc. to Trade Computer Enterprises Ltd.

Trademark	Corporate Entity	Application Number	Application Date	Registration Number	Status (As of 11/7/01)	Status Date
GROUPWARE	Massachusetts	74095687	Sept. 10, 1990		Abandoned	Nov. 21, 1991
HEADLINE SCIENCE	Massachusetts	75660084	March 15, 1999		Abandoned	Oct. 12, 2000
HISTORY COURT	Delaware	75153212	August 20, 1996		Abandoned	April 8, 1999
INNERBODYWORKS	Massachusetts	74470993	Dec. 20, 1993	1894883	Registered Principal Register	May 23, 1995
INTERNATIONAL INSPIRE	Massachusetts	75021816	Nov. 20, 1995	2267973	Registered Principal Register	August 10, 1995
*ITEACH	Delaware	75859408	Nov. 29, 1999		Letter of Suspension Mailed	Jan. 24, 2001
*ITEACH.COM	Delaware	75859407	Nov. 29, 1999		Letter of Suspension Mailed	Jan. 24, 2001
LAPWARE	Massachusetts	73768270	Dec. 6, 1988	1552679	Cancelled	Feb. 26, 1996
MAPMAKER'S TOOLKIT	Delaware	75675877	April 2, 1999	2411520	Registered Supplemental Register	Dec. 5, 2000
MARTINA	Massachusetts	74266594	April 17, 1992	1804175	Registered Principal Register	Nov. 16, 1993
MARTINA DESIGN	Massachusetts	74276321	May 18, 1992	1807434	Registered Principal Register	Nov. 30, 1993
MATH COURT	Delaware	75153213	August 20, 1996		Abandoned	April 8, 1999
MATH MYSTERIES	Massachusetts	75747522	July 12, 1999	2466462	Registered Principal Register	July 3, 2001

Assignment from Teacher Tools Inc. to Tom Snyder Productions Inc. Filed December 14, 2001

Trademark	Corporate Entity	Application Number	Application Date	Registration Number	Status (As of 11/7/01)	Status Date
MATH TALK	Massachusetts	74179334	June 24, 1991		Abandoned	May 29, 1992
INDS-ON SCIENCE	Massachusetts	74651195	March 24, 1995	1964073	Registered Principal Register	March 26, 1996
ATIONAL INSPIRER	Massachusetts	75021820	Nov. 20, 1995	2250700	Registered Principal Register	June 8, 1999
EIGHBOURHOOD APMACHINE	Delaware	76155008	Oct. 27, 2000		Abandoned	Oct. 3, 2001
IP & ZENAS CIENCE VOYAGE	Massachusetts	75020890	Nov. 16, 1995	2098154	Registered Principal Register	Sept. 16, 1997
_ACEMARK	Delaware	76315608	Sept. 21, 2001		Newly Filed Application	Oct. 5, 2001
TIME TIME MATH	Massachusetts	75675876	April 2, 1999	2432811	Registered Principal Register	March 6, 2001
INFOREST DESIGNER	Delaware	76148197	Oct. 17, 2000		Approved for Publication	July 27, 2001
INFOREST SEARCHERS	Massachusetts	75039202	Dec. 15, 1995	2431894	Registered Principal Register	Feb. 27, 2001
ADING MAGIC	Massachusetts	73767776	Dec. 6, 1988	1585378	Registered Principal Register	March 6, 1990
TRO-SCRIPTING	Massachusetts	75051938	Feb. 1, 1996		Renewed Abandoned	Oct. 27, 2000 Oct. 8, 1998

Assignment from Teacher Trade Inc to Tom Snyder Productions Inc Filed December 12, 2001

Trademark	Corporate Entity	Application Number	Application Date	Registration Number	Status (As of 11/7/01)	Status Date
SCIENCE COURT	Delaware	75153211	Aug. 20, 1996	2186270	Registered Principal Register	Sept. 8, 1996
SCIENCE SEEKERS	Delaware	76108268	August 11, 2000		Published for Opposition	Sept. 18, 2001
SHIP LOGO	Massachusetts	75021818	Nov. 20, 1995	2073289	Registered Principal Register	June 24, 1996
SOUP2NUTS PRODUCTIONS	Delaware	76046044	May 11, 2000		Approved for Publication	Sept. 6, 2001
SQUIGGLEVISION	Massachusetts	74688297	June 7, 1995	2124138	Registered Principal Register	Dec. 23, 1995
*TEACHER FREEBIES	Delaware	75859406	Nov. 29, 1999	2458806	Registered Supplemental Register	June 5, 2001
TESSELLATION EXPLORATION	Delaware		Dec. 19, 2001		Newly Filed Application	Dec. 19, 2001
THE GRAPH CLUB	Massachusetts	75022035	Nov. 20, 1995	2013729	Registered Principal Register	Nov. 5, 1996
THE GREAT OCEAN RESCUE	Massachusetts	75022145	Nov. 20, 1995	2066445	Registered Principal Register	June 3, 1997
THE GREAT SOLAR SYSTEM RESCUE	Massachusetts	75021815	Nov. 20, 1995	2066443	Registered Principal Register	June 3, 1997
THE OTHER SIDE	Massachusetts	73547960	July 15, 1995	1382173	Cancelled	Sept. 25, 1995

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SCHOLASTIC INC

Assignment from Teacher Tools Inc. to Tom Snyder Productions Inc. Filed December 14, 2001

Idemark	Corporate Entity	Application Number	Application Date	Registration Number	Status (As of 11/7/01)	Status Date
SEARCH SERIES	Massachusetts	75026247	Nov. 30, 1995	2020717	Registered Principal Register	Dec. 3, 1996
SHIFT RADIO	Massachusetts	74502625	March 17, 1994	1998587	Registered Principal Register	Sept. 3, 1996
ELINER	Massachusetts	75021821	Nov. 20, 1995		Abandoned	July 2, 1998
SNYDER DUCTIONS	Massachusetts	75022037	Nov. 20, 1995	2015457	Registered Principal Register	Nov. 12, 1996
SNYDER DUCTIONS	Massachusetts	75022036	Nov. 20, 1995	2015456	Registered Principal Register	Nov. 12, 1996
SNYDER DUCTIONS	Massachusetts	75021819	Nov. 20, 1995	2015451	Registered Principal Register	Nov. 12, 1996
SNYDER DUCTIONS	Massachusetts	74555821	August 1, 1994	1954322	Registered Principal Register	Feb. 6, 1996
SNYDER DUCTIONS	Massachusetts	73534837	April 29, 1985	139-701	Cancelled	Nov. 30, 1992
SNYDER DUCTIONS	Massachusetts	75023352	Nov. 22, 1995		Abandoned	May 20, 1997
ITY SCIENCE CLUB	Massachusetts	75020889	Nov. 16, 1995		Abandoned	June 4, 1997
HWAY?	Massachusetts	75026244	Nov. 30, 1995		Abandoned	May 6, 1997

PTO Assignment from TSP (Mass) to TSP (Delaware) filed December 20, 2001
 PTO correcting document TSP (Mass) to TSP (Delaware) filed December 20, 2001
 Canadian Assignment from TSP (Mass) to TSP (Delaware) filed December 21, 2001
 Australian Assignment from TSP (Mass) to TSP (Delaware) filing instructed December 20, 2001

Assignment from Teacher Tools Inc. to Tom Snyder Productions Inc. Filed December 14, 2001