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To the Honorable Commissioner of Patents and Trademarks
Office 102057724

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Classwell Learning Group
31 Saint James Ave.
Boston, MA 02116

2002 MAR 28 AM 11:02
FINANCE SECTION

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

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

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

Name: Houghton Mifflin Company

Internal Address: 222 Berkeley St.

Street Address:

City: Boston State: MA ZIP: 02116

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

Execution Date: October 5, 2001

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

A. Trademark Application No.(s)

76/030212
76/030004
76/029057

B. Trademark registration No.(s)

1,959,913
2,528,576
2,528,574

Additional numbers attached? Yes No

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

Name: Victoria Garbe

Internal Address: Houghton Mifflin Company

Street Address: 222 Berkeley Street

City: Boston State: MA ZIP: 02116

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41): \$ \$340.00

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.

Paul D. Weaver, Sr. Vice Pres. & General Counsel
Name of Person Signing

Signature

3/29/02

Date

Total number of pages comprising cover sheet

2

TRADEMARK

REEL: 002484 FRAME: 0732

Recordation Form Cover Sheet
TRADEMARKS ONLY

Continuation of Item 4B:

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

- A. Trademark Application No.(s)
76/029607
76/029608
76/029574
76/345912
76/345913
76/345914
76/345915

ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS dated October 5, 2001 by CLASSWELL LEARNING GROUP, INC., a corporation organized pursuant to the laws of Delaware ("Assignor") to HOUGHTON MIFFLIN COMPANY, a corporation organized pursuant to the laws of Massachusetts ("Assignee").

WHEREAS, Assignor is the owner of the trademarks and registrations, pending "use" applications and pending "intent to use" applications for registration thereof in the United States Patent and Trademark Office, which pending applications are listed on Exhibits A, B and C attached hereto and incorporated by reference herein;

WHEREAS, Assignor has intended to use the trademarks listed on Exhibit C in interstate commerce and has filed applications with the United States Patent and Trademark Office based upon its bona fide intent to use such marks in commerce, but has not yet filed a verified statement of use under 15 U.S.C. §1051(d); and

WHEREAS, Assignee is acquiring the entire business, or portion thereof, to which the trademarks listed in Exhibit C pertain;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to said trademarks and the registrations, pending "use" applications and pending "intent-to-use" applications thereof, together with the goodwill of the business symbolized by each such trademark and the right to sue for any and all causes of action that may have accrued to Assignor up to and including the date hereof in connection with any infringement or dilution of the said trademarks.

Assignor hereby irrevocably appoints Assignee, its successors and assigns, as true and lawful attorneys of Assignor to execute such further documents and instruments, and do such other acts and things as may be necessary or appropriate to effectuate the intentions hereof.

Assignor agrees to execute all such instruments and take all such actions as Assignee, being advised by counsel, shall reasonably request to secure to Assignee, its successors and assigns the rights herein assigned.

Assignor hereby requests the Commissioner of Patents and Trademarks of the United States of America, or any official of any jurisdiction whose duty it is to issue trademark registrations, to issue a Certificate of Registration for any registration resulting from the trademarks listed on the attached Exhibits B and C to the Assignee, its

successors and assigns, in accordance with the terms of this instrument, and to deliver to the Assignee, its attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment of Trademarks.

Assignor hereby covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent therewith.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed under seal as of the date first above written.

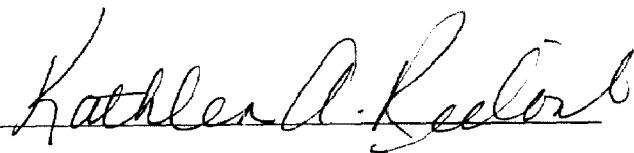
CLASSWELL LEARNING GROUP

By: 
David Cappellucci

Its: President + CEO
President

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF SUFFOLK)

On this 5th day of October, 2001, before me personally came David Cappellucci known to me to be the President; CEO of Classwell Learning who executed the above instrument on behalf of the said corporation and acknowledged to me that the said corporation executed the same.



Notary Public

Commission expires 6/28/02

EXHIBIT A

Trademark Registrations

<u>Trademark</u>	<u>Registration Number</u>	<u>Date of Registration</u>
CLASSWELL LEARNING GROUP	2,528,576	January 8, 2002
CLASSWELL	2,528,574	January 8, 2002
GLOBALEARN	1,959,913	March 5, 1996

EXHIBIT B

Pending "Use" Applications

Trademark

Serial Number

Filing Date

CLASSWELL

76/345912

December 5, 2001

EXHIBIT C

Pending "Intent-to-Use" Applications

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
CLASSWELL LEARNING GROUP	76/030212	April 18, 2000
CLASSWELL LEARNING GROUP	76/030004	April 18, 2000
CLASSWELL LEARNING GROUP	76/029057	April 18, 2000
CLASSWELL	76/029607	April 18, 2000
CLASSWELL	76/029608	April 18, 2000
CLASSWELL	76/029574	April 18, 2000
CLASSWELL	76/345915	December 5, 2001
CLASSWELL	76/345914	December 5, 2001
CLASSWELL	76/345913	December 5, 2001