

04-23-2002

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



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

Tab settings

102064790

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

1. Name of conveying party(ies):

Delta Education, Inc.

1-29-02

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

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

3. Nature of conveyance:

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

Execution Date: 08/08/2001

2. Name and address of receiving party(ies)

Name: Delta Education, LLC

Internal

Address:

Street Address: 80 Northwest Blvd.

City: Nashua State: NH Zip: 03063

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

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

A. Trademark Application No.(s) ** SEE ATTACHED LIST **

B. Trademark Registration No.(s) ** SEE ATTACHED LIST **

Additional number(s) attached Yes No

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

Name: Donald R. Stacey

Internal Address: Getman, Stacey, Tamposi

Street Address: 163 So. River Road

City: Bedford State: NH Zip: 03801

6. Total number of applications and registrations involved: 32

7. Total fee (37 CFR 3.41) \$ 790.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

N/A

9. Signature.

Donald R. Stacey

Name of Person Signing

Handwritten signature

Signature

Date

18/02

02/15/2002

01 FC:481 02 FC:482

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

Adjustment due to 02/15/2002

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TRADEMARK

REEL: 002488 FRAME: 0859

U.S.P.T.O Recordation Form Cover Sheet
Continuation Page

Conveying Party: Delta Education, Inc.
Receiving Party: Delta Education, LLC

**Continuation of Item 4. A. –
Trademark Application No.(s):**

76184138
76184139
75736756
75736752
76007111
75889094

**Continuation of Item 4.B. –
Trademark Registration No.(s):**

1907146	2458616	2472426
2374672	2462810	2458341
1978333	2509886	2370886
2463291	2456424	2502701
1989854	2509888	2495010
2343563	2509887	999063
2368405	2498982	
2343043	1877608	
1783147	2362067	
2458617	2462811	

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TRADEMARK
REEL: 002488 FRAME: 0860

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of August 8th, 2001, is made and entered into by and among DELTA EDUCATION, INC., a New Hampshire corporation ("Delta"), CAMBRIDGE PHYSICS OUTLET, INC., a Massachusetts corporation ("CPO"); and CPO, together with Delta being, the "Sellers", and DELTA EDUCATION, LLC, a Delaware limited liability company (the "Purchaser") (each a "Party," and collectively, the "Parties").

RECITALS

WHEREAS, Harlequin Holdings Inc. ("Harlequin"), the Sellers, which are Harlequin's indirect, wholly owned subsidiaries, and the Purchaser are parties to that certain Asset Purchase Agreement, dated June 13, 2001 (the "Agreement"), pursuant to which, *inter alia*, the Purchaser acquired certain Transferred Assets (as defined therein);

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

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. Delta Assignment and Transfer. Delta hereby sells, assigns, conveys, and transfers to the Purchaser, for Purchaser's sole and exclusive use and enjoyment, all of Delta's right, title and interest in and to the following (collectively, the "Delta Transferred IP"):

- (a) the trademarks and service marks, together with the goodwill associated therewith, set forth in Appendix A;
- (b) the patents and patent applications set forth in Appendix B;
- (c) the domain names, including the Internet web sites for which their URL's are represented by such domain names, set forth in Appendix C (the "Delta Domain Names"); and
- (d) the copyright set forth in Appendix D.

2. CPO Assignment and Transfer. CPO hereby sells, assigns, conveys, and transfers to the Purchaser, for Purchaser's sole and exclusive use and enjoyment, all of Delta's right, title and interest in and to the following (together with the Delta Transferred IP, the "Transferred Intellectual Property"):

- (a) the trademarks and service marks, together with the goodwill associated therewith, set forth in Appendix E;
- (b) the copyright set forth in Appendix F; and

(c) the domain names, including the Internet web sites for which their URL's are represented by such domain names, set forth in Appendix G (together with the Delta Domain Names, the "Domain Names").

3. 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.

4. Registrant Name Change Agreement. Upon the reasonable request of the Purchaser, the Sellers shall execute before a notary public the applicable registrant name change agreement, as required by the applicable Internet domain name registrar, for each of the Domain Names. The Purchaser agrees that it shall have the sole responsibility to complete such registrant name change agreement, and to submit or file such registrant name change agreements to or with the applicable Internet domain name registrar in accordance with the policies and rules of such Internet domain name registrar.

5. Hyperlinks and Websites. The Parties shall cooperate and mutually determine whether to continue, terminate or redirect certain hyperlinks to and from the Internet websites having the Domain Names as its universal resource locator as soon as practicable.

6. Assumption. The Purchaser hereby assumes all obligations, covenants, duties and liabilities, including payment of any fees required to maintain any registrations and applications for registration, relating to the Transferred Intellectual Property arising from and after the date hereof.

7. 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.

8. Representations and Warranties. Except as expressly set forth in the Agreement, the Sellers make no warranty, express or implied, with respect to the Transferred Intellectual Property.

9. Governing Law and Forum. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York. The Sellers and the Purchaser agree that any dispute relating to or arising from this Assignment or the transactions contemplated hereby shall be resolved only in the Courts of the State of New York sitting in the County of New York or the United States District Court for the Southern District of New York and the appellate courts having jurisdiction of appeals in such courts, and the Parties hereto hereby irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding.

10. 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:

DELTA EDUCATION, INC.

DELTA EDUCATION, LLC

By: *Arlene Leresque*
Name: *Secretary*
Title: *Secretary*

By: *Daniel M Kertick*
Name: *Daniel M Kertick*
Title: *Vice President*

CAMBRIDGE PHYSICS OUTLET, INC.

By: *Arlene Leresque*
Name: *Secretary*
Title: *Secretary*

APPENDIX A

DELTA TRADEMARKS AND SERVICE MARKS

See Attached.

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APPENDIX "A"

DELTA EDUCATION, INC.

LIST OF TRADEMARKS

<u>Country</u>	<u>Trademark</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Status</u>	<u>Reg. Date</u>
Canada	ROW RACES	1,091,652		Jan 2, 2001	Pending	
United States	A CLEAR VIEW	75/736,753		June 25, 1999	Pending	
United States	ADVENTURES IN LEARNING	74/694,819	1989854	June 28, 1995	Registered	July 30, 1996
United States	ADVENTURES IN LEARNING	74/717,985		Aug. 21, 1995	Abandoned June 22, 1998	
United States	BASE TEN FRIES	75/736,754	2343563	June 25, 1999	Registered	April 18, 2000
United States	BECAUSE CHILDREN LEARN BY DOING	74/479,643	1907146	Jan. 18, 1994	Registered	July 25, 1995
United States	CUBE-O-GRAM	73/009,658	999063	Dec. 26, 1973	Registered Renewed	Nov. 26, 1974 Dec 7, 1994
United States	DECIMAL DOG	75/736,755	2368405	June 25, 1999	Registered	July 18, 2000
United States	DELTA EDUCATION & DESIGN	75/646,894	2343043	Feb. 11, 1999	Registered	April 18, 2000
United States	DELTA EDUCATION & DESIGN	75/646,899	2374672	Feb. 11, 1999	Registered	August 8, 2000
United States	DELTA EDUCATION SCIS 3	74/257,225	1783147	March 13, 1992	Registered	July 20, 1993

Handwritten marks: a large 'F' and a checkmark.

Country	Trademark	App. No.	Reg. No.	Filing Date	Status	Reg. Date
United States	DIAL-A-DIGIT	75/866,130		Dec. 7, 1999	Allowed Feb 22, 2001	
United States	DIAL-A-DOLLAR	75/866,126		Dec. 7, 1999	Allowed Feb 22, 2001	
United States	DIAL-A-FRACTION	75/866,127		Dec. 7, 1999	Allowed March 8, 2001	
United States	DIAL-A-PATTERN	76/184,135		Dec. 20, 2000	Pending	
United States	DIAL-A-SHAPE	76/184,139		Dec. 20, 2000	Pending	
United States	DIAL-A-TIME	75/866,128		Dec. 7, 1999	Allowed, Feb 22, 2001	
United States	DIAL-A-TRIAL	76/184,137		Dec. 20, 2000	Pending	
United States	DIAL-A-VARIABLE	76/184,138		Dec. 20, 2000	Pending	
United States	DIAL-A-VOLUME	76/184,136		Dec. 20, 2000	Pending	
United States	DR. DO-MORE	75/845,752		Nov. 9, 1999	Pending	
United States	FAST FOOD FOR THOUGHT	74/489,056	1877608	Feb. 14, 1994	Registered	Feb. 7, 1995
United States	FRACTION BURGER	75/735,915	2362067	June 24, 1999	Registered	June 27, 2000
United States	FRACTIONOES	75/866,129		Dec 7, 1999	Allowed, March 8, 2001	

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<u>Country</u>	<u>Trademark</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Status</u>	<u>Reg. Date</u>
United States	FUNCTION SHAKE	75/343,608		March 14, 2000	Allowed, April 20, 2001	
United States	HEXAGONES	75/736,752		July 9, 1999	Application Did Not Proceed	
United States	MATH IN A NUTSHELL	75/746,432		July 9, 1999	Allowed, Feb 25, 2001	
United States	MATH TUNE-UPS	76/007,111		March 22, 2000	Pending (Suspended)	
United States	MILLENNIUM MATH	75/673,731		April 1, 1999	Notice of Allowance (TTU) April 16, 2000	
United States	PERCENT PIE	75/942,267		March 13, 2000	Notice of Allowance (TTU) Feb. 27, 2001	
United States	PROFESSOR PETE	75/061,697		Dec. 1, 1999	Notice of Allowance (TTU) Dec. 26, 2000	
United States	PROFESSOR PETE'S	75/889,094		Jan 6, 2000	Approved for Publication January 25, 2001	
United States	ROW RACES	75/200,475		Jan. 26, 2001	Pending	
United States	SCIENCE IN A NUTSHELL	75/751,462	2370886	July 14, 1999	Registered	July 25, 2000
United States	SCIENCE VIEW	75/744,687		July 7, 1999	Notice of Allowance (TTU) Dec. 19, 2000	
United States	SCIS 3	74/064,892		Aug. 6, 1990	Abandoned March 27, 1992	
United States	SHH...SHAPES	75/673,882		Dec. 17, 1999	Notice of Allowance (TTU) Jan. 9, 2001	

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COUNTRY	Trademark	App. No.	Reg. No.	Exam Date	Status	Reg. Date
United States	TEACHERS CHOICE	74/691,919	1978333	June 21, 1995	Registered	June 4, 1996
United States	WITNESS THE WONDER OF SCIENCE	75/736,756		June 25, 1999	Notice of Allowance (ITU) Apr. 25, 2000	

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Common Law Trademarks

- A DELTA MATH NUTKIN
- BUTTERFLY TOWER
- CHANGE YOUR WORLD
- CHIPMUNK DESIGN
- CLASP (CHILDRENS LANGUAGE ARTS AND SCIENCE PROJECT)
- CLASSROOM COLLECTIONS: WEATHER CENTER
- CLEAR VIEW
- DELTA KIDS
- DELTA KIDS LOGO
- DELTA NATURE CENTER
- DELTA SCIENCE MODULES
- DELTA SCIENCE MODULES II
- DON'T MEMORIZE, VISUALIZE!
- E-Z GARDEN
- FOSS
- HANDS ON EXPLORATIONS
- LAB ON WHEELS
- MAKING MATH STICK

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- MATH TOOL BOXES
- MIDDLE SCHOOL TAG "HANDS ON SCIENCE FOR MIDDLE SCHOOL"
- NEW SCIDELTA LOGO
- OBIS
- OBIS LABORATORY EDITON
- POSTERTUBE MATH
- POSTERTUBE SCIENCE
- POWER BUCKET
- PROBABILITY TUBE
- PROFESSOR PETE'S PORTABLE SCIENCE
- QUIET QUILTING
- SIENCE IN ACTION VIDEOS
- SIAN CLUSTER
- SKIPPER SKELETON
- TEACHER'S PET
- TELESCOPE-TO-GO
- VOLUME RELATIONSHAPES
- WOMEN IN SCIENCE
- WOMEN IN SCIENCE RULE

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APPENDIX B

DELTA PATENTS

See Attached.

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APPENDIX "B"

DELTA EDUCATION, INC.

PATENTS

PATENT

APPLICATION NO.

FILING DATE

Teaching Device

09/407,746

September 28, 1999

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