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

102119050

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

1. Name of conveying party(ies):

Harcourt, Inc.

6-f-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State of Delaware 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: July 13, 2001

2. Name and address of receiving party(ies)

Name: Thomson Learning Inc.

Internal Address:

Street Address: 290 Harbor Drive

City: Stamford State: CT Zip: 06902

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State of 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,034,481

Additional number(s) attached Yes No

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

Name: Paula Upson

Internal Address:

The Thomson Corporation

Street Address: 1 Station Place

City: Stamford State: CT Zip: 06902

6. Total number of applications and registrations involved:

37

7. Total fee (37 CFR 3.41) \$ 945

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

20-0866

(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.

Paula K. Upson Name of Person Signing

Signature

5/16/02 Date

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

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

06/11/2002 DBYRNE 00000215 200866 2034481 01 FC:401 40.00 CH

TRADEMARK REEL: 002523 FRAME: 0212

SCHEDULE A

Trademark	Appl. Number	Reg. Number	Country
A-BOOK		2034481	United States of America
ARCHIPELAGO PRODUCTIONS		1842114	United States of America
AVT		948568	United States of America
BARPASSERS		1700910	United States of America
BIO XL PLUS+		2135614	United States of America
BIOLOGY A2Z		2137036	United States of America
BUCKABRIEF.COM		2443557	United States of America
CASEBRIEFS		2497289	United States of America
CLASS ACT	76190615		United States of America
CONVISER DUFFY		1677113	United States of America
DEFINING THE FUTURE OF LEARNING			Bahrain
DEFINING THE FUTURE OF LEARNING			Turkey
Design of Arrow triangle		959871	United States of America
Design of Sun with Rays		1905459	United States of America
Design of Sun with Rays		1887156	United States of America
DIRECTED TESTING		1169644	United States of America
DP & Design		1929261	United States of America
DP Logo (Dryden Press)		1967688	United States of America
DRYDEN	573747		Canada
DRYDEN		1929263	United States of America
DRYDEN		1937879	United States of America
DRYDEN	852107		Canada
DRYDEN PRESS	57374600		Canada
ETUDES VIVANTES		1243822	France
EXACT		2079510	United States of America
EXACT		2074125	United States of America
EXACT		2097933	United States of America
FL FACTS		2260223	United States of America
GILBERT		2282775	United States of America
GILBERT		2226053	United States of America
LEGALINES		1658211	United States of America
MEDIA SYSTEMS		TMA200683	Canada
MEDIAACTIVE		2029304	United States of America
NATIONAL INSTITUTE FOR LEGAL EDUCATION		1819595	United States of America
NILE (National Institute for Legal Education)		2429721	United States of America
PATENT BARBRI REVIEW & Design	76138223		United States of America
QT: QUIZZING AND TESTING		2542729	United States of America
SAUNDERS		TMA505810	Canada
SAUNDERS COLLEGE PUBLISHING		1939327	United States of America

SCHEDULE A

Trademark	Appl. Number	Reg. Number	Country
SAUNDERS COLLEGE PUBLISHING		1967716	United States of America
STUDYSMART		2021169	United States of America
THE DRYDEN PRESS		1942101	United States of America
THE DRYDEN PRESS		1929275	United States of America
THE DRYDEN PRESS	852108		Canada
TITLE TRACKER	76111672		United States of America
WALKTHRU PROBLEM		1180100	United States of America

TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into this 13th day of July 2001 by and between Harcourt, Inc. a Delaware corporation having a place of business at 27 Boylston Street, Chestnut Hill, MA 02467 ("Assignor") and Thomson Learning, Inc. a Delaware corporation having a place of business at 290 Harbor Drive, Stamford, CT 06902 ("Assignee") (each a "party," and collectively, the "parties").

WHEREAS, Assignor is the owner of the trademarks, trademark registrations, and applications for trademark registration set forth on Schedule A hereto (the "Trademarks"); and

WHEREAS, Assignee desires to purchase all of Assignor's right, title and interest in and to the Trademarks, and the goodwill of the business symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to assignee all of Assignor's right, title and interest in and to the Trademarks, including all rights therein provided by international conventions and treaties, and the goodwill of the business symbolized thereby. With respect to United States intent-to-use trademark applications, the foregoing assignment shall not be effective prior to the filing and acceptance of a Statement of Use of an Amendment to allege use in connection therewith to the extent that a valid assignment of such intent-to-use trademark application may not be effected under applicable law, provided that such assignment shall be automatically effective thereafter.

2. Assignor makes no warranties, express or implied, with respect to the Trademarks.

3. Assignor hereby covenants that Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to perfect the interest of Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Assignment.

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

HARCOURT, INC.

By: 

Name: Linda K. Dirksen
Title: General Counsel, Vice President,
and Secretary of Harcourt, Inc.

THOMSON LEARNING, INC.

By: 

Name: Darren B. Pocsik
Title: Vice President