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

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.

☐ 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: West Licensing Corporation

Internal

Address: \_\_\_\_\_

Street Address: 650 Nassans Road

City: Claymont State: DE Zip: 19703

☐ 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)

1,247,440

Additional number(s) attached ☒ Yes ☐ No

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

Name: Paula K. 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: 8

7. Total fee (37 CFR 3.41).....\$ 215

☐ 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

Date

Total number of pages including cover sheet, attachments, and document: 4

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

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01 FC:481  
02 FC:48240.00 CH  
175.00 CHTRADEMARK  
REEL: 002540 FRAME: 0774

# SCHEDULE A

<u>Trademark</u>	<u>Appl. Number</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	<u>Country</u>
BAR and Design		1247440	8/2/1983	United States of America
BAR BRI		2453750	9/30/1992	Japan
BAR/BRI		1554642	9/5/1989	United States of America
BAR/BRI		TMA275,409	1/7/1983	Canada
BAR/BRI		1184157	12/29/1981	United States of America
BAR/BRI DIGEST		1559778	10/10/1989	United States of America
BAR/BRI DIGEST		1563843	10/31/1989	United States of America
BARBRI PATENT REVIEW and Design		2485252	9/4/2001	United States of America
BARBRI PATENT REVIEW and Design		2485253	9/4/2001	United States of America
BARBRI PATENT REVIEW and Design	76138223			United States of America

## **TRADEMARK ASSIGNMENT**

This **TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into this 13<sup>th</sup> 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 West Licensing Corporation a Delaware corporation having a place of business at 650 Naamans Road, Claymont, Delaware 19703 ("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 "Trademark"); 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: Senior Vice President,  
General Counsel and  
Secretary of Harcourt, Inc.

WEST LICENSING CORPORATION

By: 

Name: James R. Schurr  
Title: President