

Form PTO-1594
(rev 3/1)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U. S. Department of Commerce
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):

Davidson & Associates, Inc.

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

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

2. Name and Address of receiving party(ies)

Educational Resources, Inc.
1550 Executive Drive
Elgin, Illinois 60120

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation - 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 31, 2001

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

A. Trademark Application No(s).

B. Trademark Registration No(s).

1518428

Additional numbers attached? Yes No

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

Maria Lijoi, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036

6. Total number of applications/registrations involved: **1**

7. Total fee (37 CFR 3.41) **\$40**

All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 285950/50)

8. Deposit Account No. **19-2385**

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.

Maria Lijoi

Name



Signature

September 18, 2002

Date

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

15, 3, 3

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of December 31, 2001 by and from Davidson & Associates, Inc., a California corporation ("Assignor"), to Educational Resources, Inc., a Delaware corporation ("Assignee").

RECITALS

A. Assignor and Assignee have entered into an Asset Purchase Agreement dated as the date hereof (the "Agreement").

B Pursuant to the Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the trademark registered with the United States Patent and Trademark Office as set forth on Exhibit A hereto (the "Trademark"), together with the goodwill of the business pertaining thereto.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Agreement, the covenants and agreements contained in this Assignment, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby assigns, sells, conveys, transfers and delivers to Assignee all of Assignor's right, title and interest in and to the Trademark, together with the goodwill of the business pertaining thereto, the same to be held by Assignee for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Trademark, along with the right to sue for and collect such damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Assignor hereby authorizes and requests the United States Patent and Trademark Office, and any officer of any State and any country or countries foreign to the United States whose duty it is to register trademarks or to provide other evidence or forms of intellectual property protection or applications as aforesaid, to provide the same to Assignee and its successors and assigns in accordance with the terms of this instrument.

[SIGNATURE PAGE FOLLOWS]

3. Assignor hereby promises and agrees to communicate to the Assignee and its successors, assigns and legal representatives any facts known to Assignor respecting the Trademark, to testify in any legal proceeding, to sign all lawful papers, to make all rightful oaths and generally to do everything possible to aid the Assignee and its successors, assigns and legal representatives in obtaining and enforcing proper protection of said Trademark.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of December 31, 2001.

Davidson & Associates, Inc.

By: _____
 Name: Luc Vanhal
 Title: President

Educational Resources, Inc.

By: _____
 Name: Luc Vanhal
 Title: President

09/18/2002 09:42 FAX 6173511125

LEGAL DEPARTMENT

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EXHIBIT A TO THE TRADEMARK ASSIGNMENT

U.S. Trademark Assigned to Educational Resources, Inc. from Davidson & Associates, Inc.

EDUCATIONAL RESOURCES	REGISTERED	1518428	42		