

08-13-2002



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

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): 8-7-02
Educators Publishing Services, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Delta Education, LLC
Internal c/o The Wicks Group of
Address: Companies, L.L.C.

Street Address: 405 Park Avenue
City: New York State: N.Y. Zip: 10022

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Limited Liability Company - DE

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: 07/01/2002

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

A. Trademark Application No.(s)
See Schedule A.

B. Trademark Registration No.(s)
See Schedule A

Additional number(s) attached Yes No

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

Name: Eliezer Brodt, Esq.
Internal Address: c/o Golenbock, Eiseman,
Assor, Bell & Peskoe

Street Address: 437 Madison Avenue

City: New York State: N.Y. Zip: 10022

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41).....\$ 315

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.

Eliezer Brodt Eliezer Brodt 08/05/02
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

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

08/12/2002 AAHMED1 00000146 2292730
01 FC:481 40.00 OP
02 FC:482 275.00 OP

TRADEMARK REEL: 002561 FRAME: 0630

SCHEDULE A

United States of America

EPS, registration number 2292730

EPS, registration number 2279489

EPS, registration number 2281714

EPS, registration number 2287995

EPS, registration number 2292743

EPS, registration number 2167116

CLAIMS TO FAME, registration number 2434267

EXPLODE THE CODE, registration number 2276181

PRIMARY PHONICS, registration number 2325691

WORDLY WISE, registration number 2278178

EDUCATORS PUBLISHING SERVICE, registration number 2129828

LESSONLOGIC.COM, serial number 76-174809

ASSIGNMENT OF TRADEMARKS, SERVICE MARKS AND TRADE NAMES

EDUCATORS PUBLISHING SERVICE, INC., a Massachusetts corporation (“Assignor”), for valuable consideration to it in hand paid, receipt of which is hereby acknowledged, by these presents does hereby assign, transfer and convey unto DELTA EDUCATION, LLC, a Delaware limited liability company (“Assignee”), its successors and assigns, the entire right, title and interest in and to the trademarks, service marks and trade names registered, or the subject of application for registration, in the United States Patent and Trademark Office, as listed on Schedule A annexed hereto, together with any and all renewals of any of the foregoing, along with any and all claims for past infringement, and the right to initiate suit and obtain damages and other forms of relief, both legal and equitable, arising from infringement, misappropriation or other violation whether prior to or subsequent to the date hereof, of any of such trademarks, service marks and trade names, or of any proprietary or other rights in such trademarks, service marks and trade names, together with the good will of the business symbolized by such trademarks, service marks and trade names.

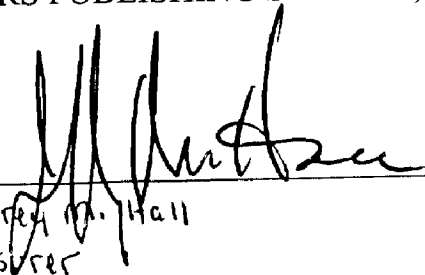
TO HAVE AND TO HOLD the aforementioned properties, assets and rights unto Assignee, its successors and assigns, to and for its use forever.

Assignor shall promptly, upon the request of Assignee, execute each other instrument of assignment, transfer and conveyance as Assignee may reasonably request to permit Assignee to record the assignment made by this instrument.

Assignor, and Assignee are parties to a certain Asset Purchase Agreement dated as of June 6, 2002. This Assignment is executed and delivered pursuant to said Asset Purchase Agreement.

IN WITNESS WHEREOF, Assignor has caused this instrument to be duly executed as of July 1, 2002.

EDUCATORS PUBLISHING SERVICE, INC.


Name: Jeffrey M. Hall
Title: Treasurer

Commonwealth
STATE OF *Massachusetts*

)ss.:
COUNTY OF *Suffolk*)

On this *28th*, day of *June*, 2002, before me personally came *Jeffrey M. Hall*
to me known, being by me duly sworn, did depose and say that he/she resides at

Evergreen, CO and that he/she is the *Treasurer* and
an authorized signatory of EDUCATORS PUBLISHING SERVICE, INC., the corporation
described in and which executed the foregoing instrument and that he/she executed and delivered
said instrument on behalf of said corporation by the authority of the Board of Directors of said
corporation.

Arthur Stein Rosenhagen
Notary Public

Arthur Stein Rosenhagen
Notary Public
My Commission Expires
06/30/2007

213763.2

RECORDED: 08/07/2002

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