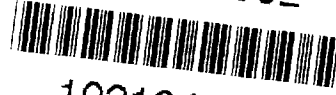


08-19-2002  


EET

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To the Honorable Commissioner of Patent and Trademark Office  
attached original documents or copy thereof.

1. Name of conveying party(ies):

Macmillan USA, Inc.  
a Maryland Corporation

8-14-02

2. Name and address of receiving party(ies):

Pearson Education, Inc.  
One Lake Street  
Upper Saddle River  
New Jersey 07458

3. Nature of conveyance:

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

Execution Date: August 14, 2002

Effective Date: April 10, 2002

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation-State: Delaware
- Other:

AUG 14 2002

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached:  yes;  No                      N/A

(Designations must be a separate document from Assignment)

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s):

Please see Schedule A attached

B. Trademark Registration No.(s):

Please see Schedule A attached

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

Jessica N. Cohen  
Attn: TMSU  
Morgan, Lewis & Bockius LLP  
1111 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004

Telephone: 212-309-6764  
Facsimile: 877-432-9652  
E-Mail: jncohen@morganlewis.com

6. Total number of applications and registrations involved: 30

7. Total fee (37 C.F.R. § 3.41) \$ 765.00

- Authorization to deduct fee from deposit account
- Check enclosed.
- Authorized to charge overpayments/deficiencies to deposit account.

8. Deposit account number:

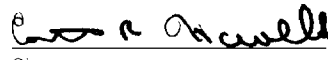
13-4520

**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.

Catherine R. Howell, Legal Asst.  
Name of Person Signing

  
Signature

August 14, 2002  
Date

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

08/16/2002 LMUELLER 00000271 134520 2529211

01 FC:481                      40.00 CH  
02 FC:482                      725.00 CH

## Schedule A

Marks

Mark	Country	App. No./Reg. No. Filing Date/Reg. Date
USING	United States	2,529,211 January 15, 2002
TAKE YOUR GAME FURTHER	United States	2,530,643 January 15, 2002
UNLEASHED	United States	2,427,017 February 6, 2001
FROM SCRATCH	United States	2,427,016 February 6, 2001
EASY	United States	75/942,602 March 13, 2000
BRADYGAMES	United States	2,428,484 February 13, 2001
PRACTICAL	United States	2,543,993 March 5, 2002
PURE	United States	2,429,951 February 20, 2001
COMPLETE IDIOT'S GUIDE	United States	2,431,283 February 27, 2001
YOUR BRAIN IS HUNGRY	United States	2,406,133 November 21, 2000
10 MINUTE GUIDE	United States	2,480,731 August 21, 2001
10 MINUTE GUIDE TO	United States	2,379,503 August 22, 2000
INFOBASE	United States	75/682,962 April 14, 1999
INFORMIT	United States	2,419,977 January 9, 2001
INFORMIT	United States	75/666,538 March 19, 1999
TAKE YOUR GAME FURTHER	United States	75/646,213 February 23, 1999
IN 21 DAYS Plus Design	United States	2,411,768 December 12, 2000
WHEN YOU ONLY HAVE TIME FOR THE ANSWERS	United States	2,269,225 August 10, 1999
SIMPLE SOLUTIONS. ESSENTIAL SKILLS.	United States	2,269,224 August 10, 1999
QUICK STEPS FOR FAST RESULTS	United States	2,272,385 August 24, 1999
SEE IT DONE DO IT YOURSELF Plus Design	United States	2,270,868 August 17, 1999

IN 24 HOURS Plus Design	United States	2,367,210 July 11, 2000
3D HUNTING Plus Design	United States	2,353,244 May 30, 2000
NEW RIDERS Plus Design	United States	2,279,372 September 21, 1999
PH HAYDEN Plus Design	United States	2,230,920 March 9, 1999
THE COMPLETE IDIOT'S TRAVEL GUIDE TO Plus Design	United States	2,240,844 April 20, 1999
THE COMPLETE IDIOT'S GUIDE TO Plus Design	United States	2,129,136 January 13, 1998
LEVEL MASTER	United States	2,155,618 May 5, 1998
QUE	United States	1,481,594 March 22, 1988
BRADY	United States	1,486,085 April 26, 1988
SPECIAL EDITION USING	CTM	1,847,896 November 20, 2001
USING	CTM	1,847,821 September 11, 2000
PURE	CTM	1,847,698 November 20, 2001
BY EXAMPLE	CTM	1,848,738 September 11, 2000
PLATINUM EDITION USING	CTM	1,847,441 December 19, 2001
PRACTICAL	CTM	1,848,688 September 11, 2000
BRADYGAMES	CTM	1,848,662 November 5, 2001
EASY	CTM	1,848,258 September 11, 2000
UNLEASHED	CTM	1,847,995 November 28, 2001
COMPLETE IDIOT'S GUIDE	CTM	1,407,584 December 2, 1999
EASY	Canada	1074,416 September 12, 2000
FROM SCRATCH	Canada	1074,414 September 12, 2000
PURE	Canada	1074,411 September 12, 2000
BY EXAMPLE	Canada	1074,406 September 12, 2000
COMPLETE IDIOT'S GUIDE	Canada	TMA549,158 August 2, 2001

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\*\* TOTAL PAGE.05 \*\*

TRADEMARK  
REEL: 002565 FRAME: 0081

**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT is dated as of April 10, 2002 (this "Assignment") between Macmillan USA, Inc., a Maryland corporation (the "Assignor"), and Pearson Education, Inc., a Delaware corporation (the "Assignee").

WHEREAS, the Assignor has agreed to, among other things, transfer, sell and assign to the Assignee all of the Assignor's right, title and interest in and to certain marks, which marks are listed on the attached Schedule A (collectively, the "Marks").

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

1. Assignment. The Assignor hereby assigns to the Assignee all right, title, and interest in and to the Marks, together with the goodwill associated therewith.
2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Marks, will be held and enjoyed by the Assignee and its successors, assigns and other legal representatives.
3. Further Assurances. The Assignor agrees to execute and deliver at a future date any additional documents that the Assignee reasonably determines are required to perfect the Assignee's ownership of or title to the Marks.
4. Authorization. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

Signature page follows

1-NY/1451239.2

IN WITNESS WHEREOF, the Assignor has duly executed this Trademark Assignment as of the date first written above.

MACMILLAN USA, INC.

By: 

Name: Robert L. Dancy

Title: Senior Vice President, Secretary and  
General Counsel

ACCEPTED:

PEARSON EDUCATION, INC.

By: 

Name: Robert L. Dancy

Title: Senior Vice President, Secretary and  
General Counsel

Signature page to Trademark Assignment

1-NY/1451239.2