

09-20-2002



Attorney Docket No.: 45390-0207-085

102228059

SEP 16 2002

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

<p>1. Name of conveying party(ies):</p> <p>Information Please, LLC <i>9.16.02</i></p>	<p>2. Name and address of receiving party(ies):</p> <p>The Family Education Company 20 Park Plaza Boston, MA. 02116</p>									
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment (Nunc Pro Tunc) <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: September 23, 1999</p>	<p><input type="checkbox"/> Individual(s) citizenship: <input type="checkbox"/> Association: <input type="checkbox"/> General Partnership: <input type="checkbox"/> Limited Partnership: <input checked="" type="checkbox"/> Corporation-State: Delaware <input type="checkbox"/> Other:</p> <p>If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: <input type="checkbox"/> Yes; <input type="checkbox"/> No</p> <p>(Designations must be a separate document from Assignment)</p>									
<p>4. A. Application number(s):</p>	<p>B. Trademark Registration No.(s):</p> <table border="0"> <tr> <td>2,437,407</td> <td>2,337,376</td> <td>1,231,893</td> </tr> <tr> <td>2,488,478</td> <td>2,096,870</td> <td></td> </tr> <tr> <td>2,446,829</td> <td>1,231,894</td> <td></td> </tr> </table>	2,437,407	2,337,376	1,231,893	2,488,478	2,096,870		2,446,829	1,231,894	
2,437,407	2,337,376	1,231,893								
2,488,478	2,096,870									
2,446,829	1,231,894									
<p>5. Name and address of party to whom correspondence document should be mailed:</p> <p>Jessica N. Cohen, Esq. C/O TMSU 1111 Pennsylvania Avenue, N.W. Washington D.C. 20004</p> <p>Telephone: (212) 309-6764 Facsimile: (212) 309-6273 E-Mail: jncohen@morganlewis.com</p>	<p>6. Total number of applications and registrations involved: [7]</p> <p>7. Total fee (37 CFR 3.41) Cal. <u>1</u> x \$40.00 = \$ 40.00 <u>6</u> x \$25.00 = \$ 150.00 Total \$ 190.00</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: 13-4520</p>									

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.

Jessica N. Cohen, Esq.

Name of Person Signing

Signature

September 13, 2002

Date

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

OMB No. 0651-0011 (exp. 4/94)

09/19/2002 TDIAZ1 00000112 2437407

01 FC:481
02 FC:482

40.00 OP
150.00 OP

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made by Information Please, LLC, a Delaware limited liability company (the "Assignor"), in favor of The Family Education Company, a Delaware corporation (the "Assignee").

WHEREAS, the Assignor owned all right, title and interest in and to the trademarks listed in the attached Schedule A, (collectively, the "Marks");

WHEREAS, the Assignee was the successor to the portion of the business of Assignor to which the Marks pertained and such business was at the time of the transfer, and still is, ongoing and existing;

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement between the parties hereto, dated as of September 23, 1999 (the "Asset Purchase Agreement") and the Assignment and Assumption Agreement of even date therewith, the Assignor, among other things, transferred, sold and assigned to the Assignee all of the Assignor's right, title and interest in and to the Marks. Capitalized terms used but not defined herein have the respective meanings set forth in the Asset Purchase Agreement; and

WHEREAS, the parties now wish to ratify and confirm this transfer, sale and assignment of all right, title and interest in and to the Marks and the goodwill of the business symbolized thereby.

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

1. Assignment. Assignor hereby transfers, sells, assigns and sets over to Assignee, *nunc pro tunc* as of September 23, 1999, the entire 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

IN WITNESS WHEREOF, the Assignor has duly executed this Trademark Assignment.

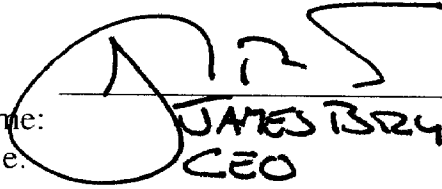
Signed this 3RD day of September 2002.

INFORMATION PLEASE, LLC

By:

Name:

Title:



JAMES BRYANT
CEO

Signature page to Trademark Assignment

1-NY/1488510.2

TRADEMARK
REEL: 002586 FRAME: 0112

Schedule A

Marks

Mark	Country	App. No./Reg. No. Filing Date/Reg. Date
IP (Stylized)	United States	2,437,407 March 20, 2001
INFOPLEASE	United States	2,488,478 September 11, 2001
HOTWORDS	United States	2,446,829 April 24, 2001
IP (Stylized)	United States	2,337,376 April 4, 2000
INFORMATION PLEASE	United States	2,096,870 September 16, 1997
INFORMATION PLEASE ALMANAC	United States	1,231,894 March 22, 1983
INFORMATION PLEASE	United States	1,231,893 March 22, 1983