

FORM PTO-1618A

REC



U.S. DEPARTMENT OF COMMERCE

(Rev. 6-99)

10/25/02

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Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original document or copy thereof.

1. Submission Type

- New
- Resubmission (Non-Recordation)

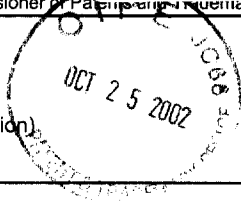
Document ID # _____

- Correction of PTO Error

Reel # _____ Frame # _____

- Corrective Document

Reel # _____ Frame # _____



2. Name of Conveying Party(ies):

LEARNINGACTION, INC.
55 SUMMER STREET, 8TH FLOOR
BOSTON, MASSACHUSETTS

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

Additional Name(s) of conveying attached? Yes No

3. Name and Address of Receiving Party(ies):

Name: BEST SOFTWARE, INC.

Street Address: 11413 ISAAC NEWTON SQUARE

City: RESTON

State: VIRGINIA Zip: 20190-5005

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State VIRGINIA
- 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. Nature of conveyance:

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

Execution Date: OCTOBER 10, 2002

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

A. Trademark Applicant No.(s)

B. Trademark Registration No.(s)

2,434,803 (registered March 13, 2001)
2,434,817 (registered March 13, 2001)

Additional Sheet attached? Yes No

6 Name and address of party to whom correspondence concerning this matter should be mailed:

CUSTOMER NUMBER 00136
JACOBSON HOLMAN PLLC
 400 7th Street, N.W.
 Washington, DC 20004
 Tel. 202-638-6666

Attorney Docket No. 7171/A-00767

7. Number of applications and registrations involved: 2

8. Total fee (37 CFR 3.41)..... \$ 65.00

- Enclosed
- Any deficiencies in enclosed fees are authorized to be charged to account **06-1358**

10/30/2002 DAYME

00000125 2434803

01 FC:8521
02 FC:8522

40.00 OP
25.00 OP

DO NOT USE THIS SPACE

10. 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.

MARSHA G. GENTNER

Name of Person Signing

Signature

October 25, 2002

Date

Total number of pages excluding cover sheet: 3

CONFIRMATORY TRADEMARK ASSIGNMENT

WHEREAS, LearningAction, Inc. ("Assignor"), a Delaware corporation located at 55 Summer Street, 8th Floor, Boston, Massachusetts, is the owner of record of the trademarks and the registrations therefor set forth in Schedule A hereto [hereinafter collectively referred to as the "ASSIGNED TRADEMARKS"], and the goodwill of the business symbolized thereby;

WHEREAS, as of June 14, 2002, Assignor did assign, convey and transfer to Best Software, Inc., a Virginia Corporation (hereafter "Assignee"), all right, title and interest in and to the ASSIGNED TRADEMARKS and the goodwill of the business thereof symbolized by the said ASSIGNED TRADEMARKS, but through inadvertence, said assignment, conveyance and transfer, was not in a form preferable for recordation with the U.S. Patent and Trademark Office ("PTO");

WHEREAS, it is now desired that Assignee's acquisition from Assignor of all right, title and interest in and to the ASSIGNED TRADEMARKS be confirmed and recorded in the PTO.

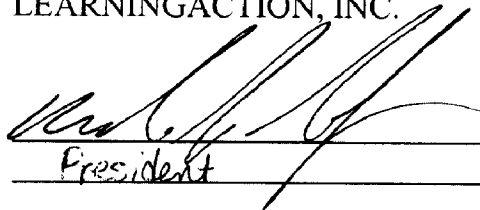
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby nunc pro tunc, effective June 14, 2002, sell, assign, set over and transfer to said Assignee, all right, title and interest in and to the aforesaid ASSIGNED TRADEMARKS, and the registrations therefor as set forth in Schedule A hereto, together with the whole of the goodwill of the business symbolized by said ASSIGNED TRADEMARKS, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this confirmatory Assignment and sale had not been made; together with all claims for damage by reason of past infringement of any of the ASSIGNED

TRADEMARKS, with the right to sue for and collect the same for Assignee's own use and behalf, and for the use and on behalf of its successors, assigns or other legal representatives.

IN TESTIMONY WHEREOF, Assignor has executed the foregoing instrument, this 10 day of OCTOBER, 2002.

LEARNINGACTION, INC.


By:
Title:



President

County of SUFFOLK)
) ss:
State of MASSACHUSETTS)

On this 10 day of OCTOBER, 2002, before me appeared an officer of LearningAction, Inc., who represented and warranted that s/he is the individual named above and who executed the foregoing instrument, and that s/he has been duly authorized by LearningAction, Inc., to sign, seal and deliver the same as the voluntary act and deed of LearningAction, Inc. for the uses and purposes therein expressed.



Notary Public

[SEAL]

SCHEDULE A

<i>Mark</i>	<i>Registration No.</i>	<i>Date</i>
Logo Design*	2,434,803	March 13, 2001
LEARNINGACTION	2,434,817	March 13, 2001

Logo Design depicted below:

