

12-12-2002



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year
9 1 02

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
9 1 02

Name Thomson Learning Licensing Corporation

Formerly ITP Licensing Corporation

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Florida

Receiving Party

Mark if additional names of receiving parties attached

Name Lippincott-Raven Medical, Ltd.

DBA/AKATA _____

Composed of _____

Address (line 1) 300 Delaware Avenue, Suite 1704

Address (line 2) _____

Address (line 3) Wilmington

Delaware

19801

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

12/11/2002 TDIAZI 00000114 2162669

FOR OFFICE USE ONLY

01 FC:8521
02 FC:8522

40.00 OP
25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002632 FRAME: 0224

20-11-02

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Dale C. Gordon, Esq., Vice President and General Counsel

Address (line 1) Lippincott-Raven Medical, Ltd.

Address (line 2) 161 N. Clark Street

Address (line 3) Chicago, IL 60601

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 202-828-2000

Name Benjamin W. Boley and Christopher P. Nierman

Address (line 1) Shea & Gardner

Address (line 2) 1800 Massachusetts Avenue, N.W.

Address (line 3) Washington, D.C. 20036

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

3

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Three empty boxes for Trademark Application Number(s).

2,162,669
2,170,051
Three empty boxes for Registration Number(s).

Number of Properties

Enter the total number of properties involved.

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 65.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Christopher P. Nierman

Name of Person Signing

Handwritten signature of Christopher P. Nierman

Signature

12/10/02

Date Signed

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT is made and entered into as of September 1, 2002 by and between:

(1) Thomson Learning Licensing Corporation (formerly ITP Licensing Corporation), a Florida corporation with an address at 650 Naamans Road, Claymont, Delaware 19703 ("Assignor"); and

(2) Lippincott-Raven Medical, Ltd., a Delaware corporation whose address is 300 Delaware Avenue, Suite 1704, Wilmington, Delaware 19801 ("Assignee").

1. INTRODUCTION

1.1 The Assignor is the proprietor and beneficial owner of the registered trade marks listed in Schedule A to this Assignment ("the Trade Marks").

1.2 In 1997, Assignee purchased from affiliates of Assignor the Trade Marks, but a formal assignment of the Trade Marks was not executed.

2. ASSIGNMENT OF TRADEMARK

2.1 For value received, the Assignor hereby acknowledges the assignment, and assigns to the Assignee, with full title guarantee, all right, title and interest in the Trade Marks, including all statutory and common law rights attaching to the Trade Marks and the goodwill of the business in which the Trade Marks have been used by the Assignors.

2.2 The Assignor confirms that this assignment is made with the goodwill attaching to the Trade Marks and the goodwill of the business in which the Trade Marks have been used by the Assignors.

2.3 The Assignor shall at the request and expense of the Assignor do all acts and execute all documents which may be reasonably necessary or desirable to confirm the Assignee's title to the Trade Marks (including, without limitation, in connection with any application by the Assignee to register any of the Trade Marks).

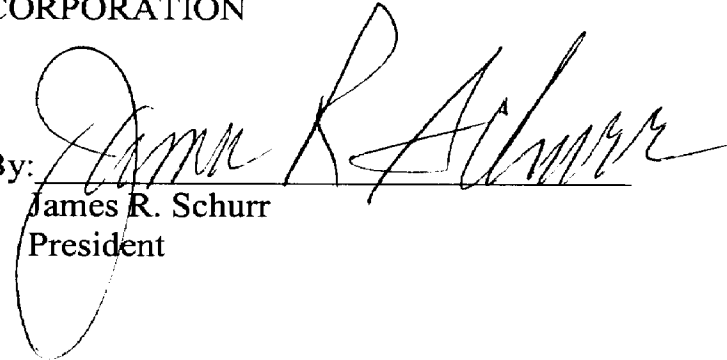
3. GENERAL

3.1 This Assignment may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which when executed shall be an original.

3.2 This Assignment shall be governed by and construed in accordance with the laws of the United States of America and the Commonwealth of Pennsylvania.

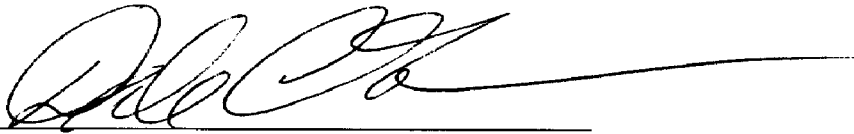
Executed and delivered by:

THOMSON LEARNING LICENSING
CORPORATION

By: 
James R. Schurr
President

Agreed and Acknowledged:

LIPPINCOTT-RAVEN MEDICAL. LTD.

By: 

Vice President and General Counsel