

	2343430 uccuments or copy thereof.				
1. Name of conveying party(ies):	2. Name and address of receiving party(ies):				
Argus Communications, Ltd.	TREND enterprises, Inc. 300 Ninth Avenue, S.W. New Brighton, MN 55112-3489				
Individuals General Partnership Corporation-State of Other:					
Additional name(s) of conveying party(ies) attached? Yes No					
3. Nature of conveyance: Assignment Security Agreement Other: Merger Change of Name	Individual(s) citizenship General Partnership Corporation-State of Minnesota Other:				
Execution Date: January 4, 2002	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be separate document from Assignment)				
	tional name(s) & address(es) attached? Yes No				
4. Application number(s) or trademark number(s):					
A. Trademark Application No.(s)/ Mark(s) B. Trademark Reg. No.(s)/Mark(s)					
	1,883,509/TEACHER'S EXPRESSIONS (Appln No. 74/416,60				
5. Name and address of party to whom correspondence	ers attached? Yes No 6. Total number of applications and trademarks involved: 1				
concerning document should be mailed: Name: Address: MERCHANT & GOULD P.C. P.O. Box 2910 Minneapolis, MN 55402-0910	7. Total fee (37 CFR 3.41): \$40.00 Enclosed Authorized to be charged to deposit account				
Winniedpoins, Will 55 162 65 16	8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725				
DO NOI	USE THIS SPACE				
9. Statement and signature:					
•	rmation is true and correct and any attached copy is a true copy of the				
Linda M. Byrne Kuka //	Sphe - Spendary 10, 2003				
Name of Person Signing	Signature Date /				
	Total number of pages including cover sheet, attachments, and document: 4				
Do no	t detach this portion				
B Wasi	for Patents and Trademarks for Assignments aington, D.C. 20231 comment to be recorded, including time for reviewing the document and gathering the data needed, and completing Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the				
Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C.	20503.				
21/2003 LMUELLER 00000229 1883509					
FC:8521 40.00 OP					

TRADEMARK REEL: 002652 FRAME: 0916

ASSIGNMENT OF TRADEMARK

WHEREAS, Argus Communications, Ltd., a Texas limited partnership ("Assignor"), has adopted and used in its business the "TEACHER'S EXPRESSIONS" trademark, which is registered in the United States Trademark Office under Registration Number 74/416601.

WHEREAS, Assignor desires to sell and assign its rights to, and TREND enterprises, Inc., a Minnesota corporation ("Assignee"), desires to purchase and become the assignee of all right to said trademark.

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration, Assignor does hereby sell, assign and transfer unto Assignee Assignor's entire right, title and interest in and to said trademark, together with the registration thereof and the goodwill of Assignor in connection with which such trademark is used, as well as all rights and interests, both legal and equitable, in and to, and appurtenant to, said trademark and registration, including all causes of action for the present and/or past infringement of, or unfair competition with, said trademark.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademark to be executed by James G. Porst, President of Argus Education Enterprises, Inc., the General Partner of Argus Communications, Ltd., effective as of January ____, 2002.

Argus Communications, Ltd., a Texas limited partnership

By:	Argus Education	Enterprises.	Inc., a	Texas cor	poration.
Dy.	rigus Luucanon	Litter prises,	_m., a	1 CAUS COI	poracion,

Its:

General Partne

James G. Porst, President

Given under my hand and notarial seal this L day of January, 2002.

Notary Public

, ISABEL S WALLER
Notary Public
State of Texas
My Commission Expires
October 9, 2005

RECORDED: 01/16/2003

TRADEMARK REEL: 002652 FRAME: 0917