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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): Thomson Learning Inc. 1-27-03
Individual(s) Association
General Partnership Limited Partnership
Corporation-State of Delaware
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Thomson Learning Licensing Corporation
Internal
Address:
Street Address: 650 Naamans Road
City: Claymont State Delaware Zip: 19703
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State of Florida
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date:

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
2,612,719 2,490,568
2,465,542
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Paula Upson
Internal Address:
The Thomson Corporation
Street Address: 1 Station Place
City: Stamford State: CT Zip: 06902

6. Total number of applications and registrations involved: 3
7. Total fee (37 CFR 3.41) \$ 90
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 20-0866
(Attach duplicate copy of this page if paying by deposit account)

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.
Paula K. Upson Signature Date 1/21/03
Name of Person Signing

Total number of pages including cover sheet, attachments, and document 3

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01/29/2003 LMUELLER 00000173 200866 2612719

01 FC:8521 40.00 CH
02 FC:8522 50.00 CH

TRADEMARK REEL: 002661 FRAME: 0743

TRADEMARK ASSIGNMENT

THIS AGREEMENT is effective as of October 29, 2002.


WHEREAS, Thomson Learning Inc., a corporation organized and existing under the laws of the State of Delaware, having an office at 290 Harbor Drive, Stamford, Connecticut 06902 (hereinafter referred to as "Assignor"), has adopted, acquired, used and is using exclusively in its business the trademarks listed on Schedule A attached hereto; and

WHEREAS, Thomson Learning Licensing Corporation, a corporation organized and existing under the laws of the State of Florida, having an office at 650 Naamans Road, Claymont, Delaware 19703 (hereinafter referred to as "Assignee") is desirous of acquiring all right, title and interest in and to said trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee, its successors and assigns all of its right, title and interest in and to the trademarks listed on Schedule A, including the entire business or portion thereof to which the marks pertain, together with all the goodwill of the business symbolized by said marks, and together with the right to sue and collect damages and/or profits for past infringements of said marks, the intent hereof being substitute Assignee in the place of Assignor.

Stamford, Connecticut on January 21, 2003

THOMSON LEARNING INC.

By: 
Name: Kenneth A. Carson
Title: Vice President

SCHEDULE A

RESUMEEDGE	Reg. No. 2,612,719
ESSAY EDGE	Reg. No. 2,490,568
CYBEREDIT	Reg. No. 2,465,542