

FORM PTO-1594 (Modified)  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)  
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TM05/REV03

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

Docket No.:

49004.0006

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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Texere LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other A Delaware Limited Liability Company
- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

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

Execution Date: July 18, 2003

2. Name and address of receiving party(ies):

Name: Thomson Learning, Inc.

Internal Address: \_\_\_\_\_

Street Address: 290 Harbor Drive

City: Stamford State: CT ZIP: 06902

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,489,247

Additional numbers  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kelly L. Williams, Esq.

Internal Address: Edwards & Angell, LLP

Street Address: P.O. Box 9169

City: Boston State: MA ZIP: 02209

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41): ..... \$ \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500402

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.

Kelly L. Williams  
Name of Person Signing

*Kelly L. Williams*  
Signature

July 23, 2003  
Date

700037565

TRADEMARK REEL: 002689 FRAME: 0325

CH \$40.00 500402 2489247

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "ASSIGNMENT"), effective the ~~18<sup>th</sup>~~ day of July, 2003, is made and entered into by and between Texere LLC, a Delaware limited liability company, having its office at 55 East 52<sup>nd</sup> Street, New York, NY 10055 (hereinafter referred to as "Assignor") and Thomson Learning Inc., a Delaware corporation having an address at 290 Harbor Drive, Stamford, CT 06902 (hereinafter referred to as "Assignee").

WHEREAS, Assignor has adopted, acquired, used and is using exclusively in its business and is the owner of the following trademarks, service marks, trade names, and the trademark registrations and applications therefore as well as all common law rights therein (hereinafter referred to as the "Trademarks"):

TEXERE, U.S. Registration No. 2,489,247, issued September 11, 2001; and

TEXERE and Design Logo

WHEREAS, 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, the Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, absolutely and forever, the entire right, title and interest, whether statutory or at common law, in and to the Trademarks, together with all the goodwill of the business symbolized by the Trademarks in the United States and throughout the world, and all registrations and pending applications therefore, in the United States and all countries throughout the world (collectively referred to as "All Trademarks"), and together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain all damages and/or profits for past, present or future infringement or other unauthorized use of the Trademarks, the intent hereof being to substitute Assignee in the place of each Assignor.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Trademarks and title thereto as the property of the Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.

Assignor further agrees to execute such further documents and to do such other acts as may be necessary and proper to vest full title in Assignee to All Trademarks and to record Assignee as the owner of All Trademarks and registrations and applications herein assigned.

