

03-26-2003

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

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

1. Name of conveying party(ies): PARACHUTE PRESS, INC.

- Individual(s) Association General Partnership Limited Partnership [X] Corporation-State of New York Other

Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies)

Name: SCHOLASTIC INC. Internal Address:

Street Address: 555 Broadway City: New York State: NY Zip: 10012-3999

- Individual(s) citizenship Association General Partnership Limited Partnership [X] Corporation-State of New York 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:

- [X] Assignment Merger Security Agreement Change of Name Other

Execution Date: as of January 14, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) SEE ATTACHED SCHEDULE A

1946245

Additional number(s) attached [X] Yes [] No

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

Name: Martin P. Michael, Esq.

Internal Address: Sonnenschein Nath & Rosenthal

Street Address: P. O. Box 061080 Wacker Drive Station - Sears Tower

City: Chicago State: IL Zip: 60606-1080

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41): \$ 415.00

- [] Enclosed [X] Authorized to be charged to deposit account

8. Deposit account number:

193140

DO NOT USE THIS SPACE

9. Signature.

Martin P. Michael Name of Person Signing

[Signature] Signature

March 25, 2003 Date

Total number of pages including cover sheet, attachments, and document: 5

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

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01 FC:0521 40.00 CH 02 FC:0522 375.00 CH

TRADEMARK REEL: 002698 FRAME: 0949

SCHEDULE A

TRADEMARK REGISTRATIONS

REGISTRATION NUMBER	TRADEMARK	REGISTRATION DATE
1,846,245	GOOSEBUMPS	JUL. 19, 1994
1,871,292	GOOSEBUMPS	JAN. 03, 1995
1,989,365	GOOSEBUMPS	JUL. 23, 1996
1,990,976	GOOSEBUMPS (DRIPPING LETTERS)	AUG. 06, 1996
2,019,991	GOOSEBUMPS	NOV. 26, 1996
2,076,537	GOOSEBUMPS	JUL. 01, 1997
2,113,545	GOOSEBUMPS	NOV. 18, 1997
2,151,501	G AND DESIGN	APR. 14, 1998
2,168,654	GOOSEBUMPS	JUN. 23, 1998
2,169,874	GOOSEBUMPS	JUN. 30, 1998
2,179,610	GOOSEBUMPS: ATTACK OF THE MUTANT	AUG. 04, 1998
2,181,577	GOOSEBUMPS (DRIPPING LETTERS)	AUG. 11, 1998
2,184,304	GOOSEBUMPS	AUG. 25, 1998
2,199,120	G AND DESIGN	OCT. 20, 1998
2,219,963	ESCALOFRIOS	JAN. 26, 1999
2,239,829	G AND DESIGN	APR. 13, 1999

U.S. TRADEMARK ASSIGNMENT

This U.S. Trademark Assignment (the "Assignment"), dated as of January 14, 2003, is made and entered into by PARACHUTE PRESS, INC., a New York corporation (the "ASSIGNOR"), and SCHOLASTIC INC., a New York corporation (the "ASSIGNEE").

RECITALS

WHEREAS, the ASSIGNOR and the ASSIGNEE are parties to that certain Sale and Assignment Agreement, dated as of even date herewith (the "Agreement"), pursuant to which the ASSIGNOR agreed to assign to the ASSIGNEE all of its right, title and interest in and to the U.S. trademarks and service marks set forth in the attached Schedule A.

NOW THEREFORE, in consideration of the promises and mutual agreements set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment and Transfer. The ASSIGNOR hereby confirms the assignment and transfer to the ASSIGNEE of, and hereby does assign and transfer to the ASSIGNEE, all of the ASSIGNOR's right, title and interest in and to all the U.S. trademarks and service marks, including the registrations and applications for registration thereof, together with the goodwill associated therewith, listed in the attached Schedule A (the "Transferred U.S. Trademarks").

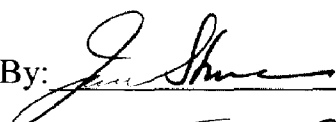
2. Further Assurances. The ASSIGNOR covenants and agrees that it will, upon the reasonable request of the ASSIGNEE and at the ASSIGNEE's cost and expense (excluding Incidental Costs as defined in the Agreement), execute and deliver, or cause to be executed and

delivered, any and all documents provided by the ASSIGNEE that may be necessary or desirable to perfect the assignment and transfer of the Transferred U.S. Trademarks.

3. Governing Law and Forum. This Assignment, and any and all disputes and issues arising in connection therewith, shall be governed by, and construed in accordance with, the Laws of the State of New York.

IN WITNESS WHEREOF, the ASSIGNOR has executed this Assignment as of the date first written above.

PARACHUTE PRESS, INC.

By: 
Name: Jan Stone
Title: co-chair