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3-21-03 REC TI

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DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

Davidson & Associates, Inc.

- Individual(s) Association
General Partnership Limited Partnership
Corporation-State California
Other

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

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date: January 8, 2002

2. Name and address of receiving party(ies)

Name Curriculum Advantage, Inc.
Internal Address c/o Houghton Mifflin Company

Street Address 222 Berkeley Street

City: Boston State: MA Zip: 02116

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

OFFICE OF PATENT RECORDS
MAR 21 PM 3:29
FINANCE SECTION

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,475,011

Additional number(s) attached Yes No

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

Name: Wanda Williams

Internal Address: c/o Houghton Mifflin Company

Street Address: 222 Berkeley Street

City: Boston State: MA Zip: 02116

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:

DA 502517

(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.

Jeanine M. Mitchell
Name of Person Signing

Jeanine M. Mitchell
Signature

March 20, 2003
Date

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

5

03/26/2003 TDIAZ1 00000128 502517 2475011

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

TRADEMARK
REEL: 002699 FRAME: 0682

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of January 8, 2002 by and from Davidson & Associates, Inc., a California corporation ("Assignor"), to Curriculum Advantage, Inc., a Delaware corporation ("Assignee").

RECITALS

A. Assignor and Assignee have entered into an Asset Purchase Agreement dated as the date hereof (the "Agreement").

B Pursuant to the Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the trademark registered with the United States Patent and Trademark Office as set forth on Exhibit A hereto (the "Trademark"), together with the goodwill of the business pertaining thereto.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Agreement, the covenants and agreements contained in this Assignment, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:


1. Assignor hereby assigns, sells, conveys, transfers and delivers to Assignee all of Assignor's right, title and interest in and to the Trademark, together with the goodwill of the business pertaining thereto, the same to be held by Assignee for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Trademark, along with the right to sue for and collect such damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Assignor hereby authorizes and requests the United States Patent and Trademark Office, and any officer of any State and any country or countries foreign to the United States whose duty it is to register trademarks or to provide other evidence or forms of intellectual property protection or applications as aforesaid, to provide the same to Assignee and its successors and assigns in accordance with the terms of this instrument.

3. Assignor hereby promises and agrees to communicate to the Assignee and its successors, assigns and legal representatives any facts known to Assignor respecting the Trademark, to testify in any legal proceeding, to sign all lawful papers, to make all rightful oaths and generally to do everything possible to aid the Assignee and its successors, assigns and legal representatives in obtaining and enforcing proper protection of said Trademark.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of January 8, 2002.

Davidson & Associates, Inc.

By: 
Name: Eric Vanhal
Title: President

Curriculum Advantage, Inc.

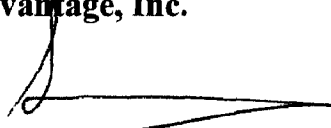
By: 
Name: Eric Vanhal
Title: President

EXHIBIT A TO THE TRADEMARK ASSIGNMENT

**U.S. Trademark Assigned to
Curriculum Advantage, Inc. from Davidson & Associates, Inc.**

<u>Mark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Int'l Class</u>	<u>Registered</u>
CLASSWORKS	75/764,367	2,475,011	009	August 7, 2001