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03-27-2003



102401629

Attorney Docket No.: 45390-0063-0911

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

1. Name of conveying party(ies):
Pearson Longman, Inc.

3-10-03

2. Name and address of receiving party(ies):
**Pearson Education Holdings Inc.
One Lake Street
Upper Saddle River, NJ 07458**

OFFICE OF PUBLIC RECORDS
2003 MAR 10 AM 9:46
FINANCE SECTION

3. Nature of conveyance:
 Assignment
 Security Agreement
 Other:
 Merger
 Change of Name
Execution Date: **December 31, 2002**

Individual(s) citizenship:
 Association:
 General Partnership:
 Limited Partnership:
 Corporation-State: **Delaware**
 Other:
If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: Yes; No **N/A**
(Designations must be a separate document from Assignment)

4. A. Application number(s):
76/385,323 **76/385,324**
76/061,588 **76/454,757**

B. Trademark Registration No.(s):
2,618,711 **2,286,787** **1,231,894**
2,301,008 **2,273,723** **2,437,407**
2,273,722 **2,327,396** **2,337,376**
2,243,975 **2,446,829** **2,379,462**
1,968,986 **2,488,478** **2,491,376**
2,273,724 **2,096,870** **2,413,921**
2,273,368 **1,231,893** **2,099,675**

5. Name and address of party to whom correspondence document should be mailed:
**Jessica N. Cohen, Esq.
C/O TMSU
1111 Pennsylvania Avenue, N.W.
Washington D.C. 20004**
Telephone: (212) 309-6764
Facsimile: (212) 309-6273
E-Mail: **jcohen@morganlewis.com**

6. Total number of applications and registrations involved: **[25]**
7. Total fee (37 CFR 3.41) Cal. **1** x \$40.00 = \$ **40.00**
24 x \$25.00 = \$ **600.00**
Total \$ **640.00**
 Authorized to be charged to deposit account
8. Deposit account number: **13-4520**

03/27/2003 BTOM11 00000028 134520 76385323

DO NOT USE THIS SPACE

01 FC:8521 40.00 CH
02 FC:8522 600.00 CH

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.

Jessica N. Cohen, Esq.
Name of Person Signing

Signature

March 4, 2003
Date

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

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of December 31, 2002 (this "Assignment") between Pearson Longman, Inc., a Delaware corporation (the "Assignor"), and Pearson Education Holdings Inc., a Delaware corporation (the "Assignee").

WHEREAS, the Assignor has agreed to, among other things, transfer, sell and assign to the Assignee all of the Assignor's right, title and interest in and to certain marks, which marks are listed on the attached Schedule A (collectively, the "Marks").

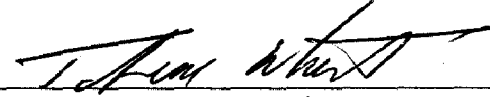
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. The Assignor hereby assigns to the Assignee all right, title, and interest in and to the Marks, together with the goodwill associated therewith.
2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Marks, will be held and enjoyed by the Assignee and its successors, assigns and other legal representatives.
3. Further Assurances. The Assignor agrees to execute and deliver at a future date any additional documents that the Assignee reasonably determines are required to perfect the Assignee's ownership of or title to the Marks.
4. Authorization. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

Signature page follows

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

PEARSON LONGMAN, INC.

By: 
Name: Thomas W. Winton
Title: V.P.

ACCEPTED:

PEARSON EDUCATION HOLDINGS INC.

By: _____
Name: Robert L. Dancy
Title: Senior Vice President, Secretary and
General Counsel

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

PEARSON LONGMAN, INC.

By: _____

Name: _____

Title: _____

ACCEPTED:

PEARSON EDUCATION HOLDINGS INC.

By: _____

Name: Robert L. Dancy

Title: Senior Vice President, Secretary and
General Counsel

Schedule A

Marks

Mark	Jurisdiction	Serial Number/ Registration Number
FACTMONSTER	US	2,618,711
FACTMONSTER	US	76/385,323
Factmonster Character	US	76/061,588
Factmonster Character	US	76/385,324
FAMILY EDUCATION COMPANY	US	2,301,008
FAMILY EDUCATION COMPANY Plus Design	US	2,273,722
FAMILY EDUCATION NETWORK	US	2,243,975
FAMILY EDUCATION NETWORK	US	1,968,986
FAMILY EDUCATION NETWORK Plus Design	US	2,273,724
FAMILY EDUCATION PARTNERSHIP	US	2,273,368
FAMILY EDUCATION TODAY	US	2,286,787
FAMILY EDUCATION TODAY Plus Design	US	2,273,723
FAMILYEDUCATION.COM	US	2,327,396
HOMEWORK RELIEF CENTER	US	76/454,757
HOTWORDS	US	2,446,829
INFOPLEASE	US	2,488,478
INFORMATION PLEASE	US	2,096,870
INFORMATION PLEASE	US	1,231,893
INFORMATION PLEASE ALMANAC	US	1,231,894
IP (Stylized)	US	2,437,407
IP (Stylized)	US	2,337,376
MYGRADEBOOK.COM	US	2,379,462
MYSCHOOLONLINE.COM	US	2,491,376
TEACHERVISION.COM	US	2,413,921
THE FAMILY EDUCATION PARTNERSHIP	US	2,099,675