



08-08-2003



102519730

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

RE

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): Modern Learning Press, Inc.

7.9.03

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State (Delaware), 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: 07/03/2003

2. Name and address of receiving party(ies)

Name: Delta Education, LLC

Internal Address:

Street Address: 80 Northwest Boulevard

City: Nashua State: NH Zip: 03063

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule A (attached).

Additional number(s) attached Yes No

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

Name: Eliezer Brodt, Esq.

Internal Address: c/o Golenbock, Eiseman, Assor, Bell & Peskoe

Street Address: 437 Madison Avenue, 40th Floor

City: New York State: NY Zip: 10022-7302

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Eliezer Brodt

Name of Person Signing

Eliezer Brodt

Signature

July 8, 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

08/07/2003 870M11 00000145 2091096

01 FC:8521 02 FC:8522

40.00 DP 25.00 DP

TRADEMARK REEL: 002797 FRAME: 0050

ASSIGNMENT OF TRADEMARKS, SERVICE MARKS AND TRADE NAMES

MODERN LEARNING PRESS, INC., a Delaware corporation ("Assignor"), for valuable consideration to it in hand paid, receipt of which is hereby acknowledged, by these presents does hereby assign, transfer and convey unto DELTA EDUCATION, LLC, a Delaware limited liability company ("Assignee"), its successors and assigns, the entire right, title and interest in and to the trademarks, service marks and trade names registered, or the subject of application for registration, in the United States Patent and Trademark Office, as listed on Schedule A annexed hereto, together with any and all renewals of any of the foregoing, along with any and all claims for past infringement, and the right to initiate suit and obtain damages and other forms of relief, both legal and equitable, arising from infringement, misappropriation or other violation whether prior to or subsequent to the date hereof, of any of such trademarks, service marks and trade names, or of any proprietary or other rights in such trademarks, service marks and trade names, together with the goodwill of the business symbolized by such trademarks, service marks and trade names.

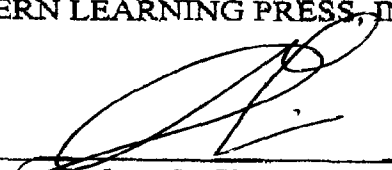
TO HAVE AND TO HOLD the aforementioned properties, assets and rights unto Assignee, its successors and assigns, to and for its use forever.

Assignor shall promptly, upon the request of Assignee, execute each other instrument of assignment, transfer and conveyance as Assignee may reasonably request to permit Assignee to record the assignment made by this instrument. Without limiting the foregoing, in the event that Assignor shall have filed one or more trademark applications on or before the date hereof, and such application or applications are not listed on Schedule A hereto, Assignee shall be entitled to amend Schedule A hereto to include any such application or, if applicable, the trademark registration in respect of such application, for the propose of effectuating the registration of the assignment of trademarks from Assignor to Assignee, as contemplated by this Agreement.

Assignor and Assignee are parties to a certain Asset Purchase Agreement dated as of the date hereof. This Assignment is executed and delivered pursuant to said Asset Purchase Agreement.


IN WITNESS WHEREOF, Assignor has caused this instrument to be duly executed as of July 3, 2003.

MODERN LEARNING PRESS, INC.

By: 
Name: Andrew L. Simon
Title: President

STATE OF new York
)ss.:
COUNTY OF Orange

On this 3rd day of July, 2003, before me personally came Andrew L. Simon to me known, being by me duly sworn, did depose and say that he/she resides at Hunterbrook Rd., Yorktown Heights, NY and that he/she is the President and an authorized signatory of Modern Learning Press, Inc., the corporation described in and which executed the foregoing instrument and that he/she executed and delivered said instrument on behalf of said corporation by the authority of the Board of Directors of said corporation.



Notary Public

MAUREEN CRUSH
Notary Public, State of New York
No. 02CR4892935
Qualified in Orange County 2007
Commission Expires April 13, _____

MARKS

<u>Mark</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Registration Number</u>
Change-A-Print Frame	08/6/96	08/26/97	R2091096
Linking Learning (Abandoned)	10/02/97	11/09/98	R000000 (Serial No.: 75-366664)