

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Broderbund Properties, LLC		09/02/2002	limited liability company: DELAWARE

RECEIVING PARTY DATA	
Name:	Riverdeep Interactive Learning Limited
Street Address:	Upper Hatch Street
Internal Address:	3rd Floor, Styne House
City:	Dublin 2
State/Country:	IRELAND
Postal Code:	0
Entity Type:	CORPORATION: IRELAND

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	1862392	3D HOME ARCHITECT
Registration Number:	2369668	3D HOME INTERIORS
Registration Number:	2074600	ATOMIC CLOCK
Serial Number:	76559648	ATOMIC CLOCK
Registration Number:	1729084	BODYWORKS
Registration Number:	2618094	BRODERBUND
Registration Number:	1306829	BRODERBUND SOFTWARE
Registration Number:	1316792	CLICKART
Registration Number:	2176867	
Registration Number:	2110105	COMPLETE LEGAL COLLECTION
Registration Number:	1771187	COMPTON'S
Registration Number:	2242369	COMPTON'S HOME LIBRARY
Registration Number:	2278656	COMPTON'S INTERACTIVE ENCYCLOPEDIA
Registration Number:	2141732	CREATIVE WONDERS

CH \$1040.00 1862392

Registration Number:	2140133	DOWNLOAD ZONE
Registration Number:	2185172	EXPLORERS OF THE NEW WORLD
Registration Number:	2774448	EXPRESSIT
Registration Number:	2777180	EXPRESSIT
Registration Number:	2500429	EXPRESSIT TECHNOLOGY
Registration Number:	2039432	FAMILY LAWYER
Registration Number:	1865655	GIZMOS & GADGETS!
Registration Number:	1810528	KID PIX
Registration Number:	2358182	KNOWLEDGE MUNCHERS
Registration Number:	1796822	LIVING BOOKS
Registration Number:	2011414	LIVING BOOKS
Registration Number:	2177164	LOGIC QUEST
Registration Number:	2245681	MATH MUNCHERS
Registration Number:	2327197	MEGA MUNCHERS
Registration Number:	1850618	MIDNIGHT RESCUE!
Registration Number:	2233137	NUMBER MUNCHERS
Registration Number:	2113982	PAINT, WRITE & PLAY!
Registration Number:	2500430	POWERED BY BRODERBUND'S EXPRESSIT TECHNOLOGY
Registration Number:	2111762	PRINTMASTER
Registration Number:	2366829	SPIRITUAL EXPRESSIONS
Registration Number:	2273150	THE COMPLETE REFERENCE COLLECTION
Registration Number:	1395538	THE PRINT SHOP
Registration Number:	2414416	THE PRINT SHOP ESSENTIALS
Registration Number:	2622525	THINK IT.PRINT IT.
Registration Number:	2245677	TRIVIA MUNCHERS
Registration Number:	2388081	VIRTUAL MAKEOVER
Registration Number:	1665430	VIRUCIDE

CORRESPONDENCE DATA

Fax Number: (215)655-2317
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215.994.2317
 Email: hal.borden@dechert.com
 Correspondent Name: Dechert LLP
 Address Line 1: 1717 Arch Street
 Address Line 2: 4000 Bell Atlantic Tower
 Address Line 4: Philadelphia, PENNSYLVANIA 19103-2793

TRADEMARK

REEL: 002798 FRAME: 0293

ATTORNEY DOCKET NUMBER:

314650

DOMESTIC REPRESENTATIVE

Name: Glenn A. Gundersen
Address Line 1: 1717 Arch Street
Address Line 2: 4000 Bell Atlantic Tower
Address Line 4: Philadelphia, PENNSYLVANIA 19103-2793

NAME OF SUBMITTER:

Hal E. Borden

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT made as of the 2nd day of September, 2002 from Broderbund Properties, LLC, a Delaware limited liability company (hereinafter referred to as "Assignor") to Riverdeep Interactive Learning Limited, a corporation organized under the laws of Ireland (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the owner of the trademarks and service marks and the trademark and service mark registrations and applications identified on Schedule A attached hereto (hereinafter collectively, the "Trademarks");

WHEREAS, Assignee and Assignor are parties to that certain Sale and Purchase Agreement (the "SPA"), dated as of August 23, 2002, by and between Assignee and Assignor, whereby Assignee is acquiring from Assignor the entire business to which the Trademarks pertain;

WHEREAS, in connection with the transactions contemplated by the SPA, Assignor has agreed assign its entire right, title and interest in and to the Trademarks; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, convey and assign unto Assignee Assignor's entire right, title and interest in and to the Trademarks, together with the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to renew the trademark registrations and any trademark registrations which shall issue from the applications included in the Trademarks, and every priority right that is or may be predicated upon or arise from said Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damages by reason of past infringement of said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

Assignor hereby authorizes the Assistant Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks, in accordance with this Trademarks Assignment.

Assignor shall execute and deliver to Assignee, or any designee of the Assignee, any further documents or instruments and shall take, or cause to be taken, all such other and further action as may be reasonably be required by Assignee in order to

affect or perfect the assignments contemplated hereby, provided that Assignee shall reimburse Assignor for all of Assignor's out-of-pocket costs and expenses in connection therewith. Assignor further covenants and agrees that Assignor will at any time upon request of Assignee communicate to Assignee any facts relating to the Trademarks known and reasonably available to Assignor, and that Assignor will provide declarations and/or affidavits upon the reasonable request of Assignee as to the same in any proceeding in the United States Patent and Trademark Office and/or in connection with any litigation involving the trademarks, provided that Assignee shall reimburse Assignor for all of Assignor's out-of-pocket costs and expenses in connection therewith.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its proper officer thereunto duly authorized, as of the date first above written.

ASSIGNOR:

Broderbund Properties LLC
By: [Signature]
Name: Douglas L. Reilly
Title: Assistant General Counsel

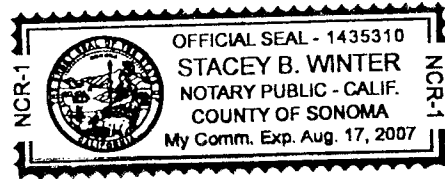
STATE OF California }
 }
 } ss:
COUNTY OF Marin }

Before me, the undersigned, a Notary Public of the State of California, personally appeared DOUGLAS L. REILLY, having been sworn by me according to law did depose and say he was the ASST. GENERAL COUNSEL of Broderbund Properties, LLC (the "Assignor") and did acknowledge the execution of the foregoing Trademark Assignment on behalf of said Assignor.

WITNESS my hand and notorial seal this 8 day of JANUARY, 2004

[Signature]
(Written Signature)

STACEY B. WINTER
(Printed Signature)



ASSIGNEE:

Riverdeep Interactive Learning Limited

By: _____
Name: David Mulville
Title: Executive VP of Business Development

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its proper officer thereunto duly authorized, as of the date first above written.

ASSIGNOR:

Broderbund Properties LLC

By: _____
Name: Douglas L. Reilly
Title: Assistant General Counsel

STATE OF California }
 } ss:
COUNTY OF Marin }

Before me, the undersigned, a Notary Public of the State of California, personally appeared _____, having been sworn by me according to law did depose and say he was the _____ of Broderbund Properties, LLC (the "Assignor") and did acknowledge the execution of the foregoing Trademark Assignment on behalf of said Assignor.

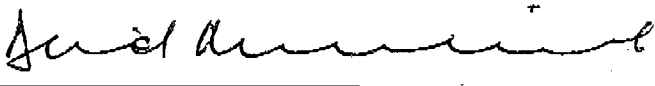
WITNESS my hand and notorial seal this ____ day of _____, 2004

(Written Signature)

(Printed Signature)

ASSIGNEE:

Riverdeep Interactive Learning Limited

By:  _____

Name: David Mulville
Title: Executive VP of Business Development

Schedule A

Mark	Status	Class	Reg./App. No.	Owner
3D HOME ARCHITECT	Registered	9	1862392	Broderbund Properties LLC
3D HOME INTERIORS	Registered	9	2369668	Broderbund Properties LLC
ATOMIC CLOCK	Registered	9	2074600	Broderbund Properties LLC
ATOMIC CLOCK	Pending	9	76/559,648	Broderbund Properties LLC
BODYWORKS	Registered	9	1729084	Broderbund Properties LLC
BRODERBUND	Registered	9	2618094	Broderbund Properties LLC
BRODERBUND SOFTWARE	Registered	9	1306829	Broderbund Properties LLC
CLICKART	Registered	9	1316792	Broderbund Properties LLC
CLICKART Design	Registered	9	2176867	Broderbund Properties LLC
COMPLETE LEGAL COLLECTION	Registered	9	2110105	Broderbund Properties LLC
COMPTON'S	Registered	9	1771187	Broderbund Properties LLC
COMPTON'S HOME LIBRARY	Registered	9	2242369	TLC Productivity Properties LLC
COMPTON'S INTERACTIVE ENCYCLOPEDIA	Registered	9	2278656	TLC Productivity Properties LLC
CREATIVE WONDERS	Registered	9	2141732	Broderbund Properties LLC
DOWNLOAD ZONE	Registered	42	2140133	TLC Productivity Properties LLC
EXPLORERS OF THE NEW WORLD	Registered	9	2185172	Broderbund Properties LLC
EXPRESSIT	Registered	41	2,774,448	Broderbund Properties LLC
EXPRESSIT & Design	Registered	41	2,777,180	Broderbund Properties LLC
EXPRESSIT TECHNOLOGY	Registered	9	2500429	Broderbund Properties LLC
FAMILY LAWYER	Registered	9	2039432	Broderbund Properties LLC
GIZMOS & GADGETS!	Registered	9	1865655	Broderbund Properties LLC
KID PIX	Registered	9	1810528	Broderbund Properties LLC
KNOWLEDGE MUNCHERS	Registered	9	2358182	Broderbund Properties LLC
LIVING BOOKS	Registered	9	1796822	Broderbund Properties LLC
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MATH MUNCHERS	Registered	9	2245681	Broderbund Properties LLC
MEGA MUNCHERS	Registered	9	2327197	Broderbund Properties LLC
MIDNIGHT RESCUE!	Registered	9	1850618	Broderbund Properties LLC
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PAINT, WRITE & PLAY	Registered	9	2113982	Broderbund Properties LLC
POWERED BY BRODERBUND'S EXPRESSIT TECHNOLOGY & Design	Registered	9	2500430	Broderbund Properties LLC
PRINTMASTER	Registered	9	2111762	Broderbund Properties LLC

Schedule A

Mark	Status	Class	Reg./App. No.	Owner
SPIRITUAL EXPRESSIONS	Registered	9	2,366,829	Broderbund Properties LLC
THE COMPLETE REFERENCE COLLECTION	Registered	9	2273150	Broderbund Properties LLC
THE PRINT SHOP	Registered	9	1395538	Broderbund Properties LLC
THE PRINT SHOP ESSENTIALS	Registered	9	2414416	TLC Productivity Properties LLC
THINK IT. PRINT IT.	Registered	9	2,622,525	TLC Productivity Properties LLC
TRIVIA MUNCHERS	Registered	9	2245677	Broderbund Properties LLC
VIRTUAL MAKEOVER	Registered	9	2388081	Broderbund Properties LLC
VIRUCIDE	Registered	9	1665430	Broderbund Properties LLC