

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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
Riverdeep Group Plc		09/17/2001	CORPORATION: IRELAND

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: 1		
Property Type	Number	Word Mark
Serial Number:	76071880	VIRTUALTALK

CORRESPONDENCE DATA	
Fax Number:	(215)655-2317
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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

ATTORNEY DOCKET NUMBER:	55783-296
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DOMESTIC REPRESENTATIVE	
Name:	Glenn A. Gundersen
Address Line 1:	1717 Arch Street
Address Line 2:	4000 Bell Atlantic Tower

CH \$40.00 76071880

Address Line 4: Philadelphia, PENNSYLVANIA 19103-2793

NAME OF SUBMITTER:

Hal E. Borden

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, made as of the 17th day of September, 2001, from Riverdeep Group plc, a corporation organized under the laws of Ireland (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");

NOW, THEREFORE, for purposes of corporate organization, Assignor does hereby 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 Trademark 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 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 the equivalent agency in jurisdictions outside the United States, 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:

Riverdeep Group plc

By: [Signature]
Name: DAVID MULVILLE
Title: EVP, CORPORATE DEVELOPMENT

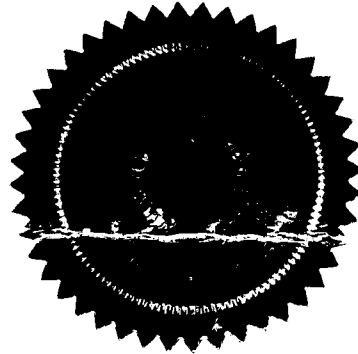
STATE OF MASS }
COUNTY OF Middlesex } ss:

Before me, the undersigned, a Notary Public of the State of Mass, personally appeared David Mulville, having been sworn by me according to law did depose and say he was the EVP, Corporate Development of Riverdeep Group plc (the "Assignor") and did acknowledge the execution of the foregoing Trademark Assignment on behalf of said Assignor.

WITNESS my hand and notarial seal this 17 day of September, 2001.

[Signature]
(Written Signature)

Roberta J. Coohs
(Printed Signature)



ASSIGNEE:

Riverdeep Interactive Learning Limited

By: [Signature]
Name: WILLIAM A. BURKE
Title: EVP in CFO

Schedule A

Trademarks and Service Marks and Registrations and Applications Therefor

Trademark/ Service Mark	Class	Reg/Serial Number
ACTIVE MIND SERIES	9	2,078,845
AMAZING WRITING MACHINE, THE	9	1,969,945
AMAZON TRAIL, THE	28	1,850,384
CARMEN SANDIEGO CONNECTION	42	2,212,991
CARMEN SANDIEGO JUNIOR DETECTIVE EDITION	28	2,007,255
CARMEN SANDIEGO WORD DETECTIVE	9	2,304,536
CLUEFINDERS, THE	9	2,286,308
ELANGUAGE	41	2,470,749
ELANGUAGE	9	76/096,802
GRADE BUILDER	9	2,286,115
INTERACTIVE MATH JOURNEY	9	2,072,359
INTERACTIVE READING JOURNEY	9	1,990,761
JAMES DISCOVERS MATH	9	2,233,893
LEARNINGBUDDIES	9	2,448,326
LEARNING COMPANY, THE	9,16	1,347,323
LOGICAL JOURNEY OF THE ZOOMBINIS	9	2,041,387
MARLU & Design	9,16,41	1,991,609
MATHKEYS	9	1,885,562
MAVIS BEACON	9	2,070,388
MAVIS BEACON TEACHES TYPING!	9	1,503,670
OREGON TRAIL, THE	28	1,771,617
ORLY'S DRAW-A-STORY	9	2,179,142
OUTNUMBERED!	28	1,616,866
PIONEER ADVENTURES	9	2,445,419
PRACTICE MAKES PERFECT	9	2,276,281
READER RABBIT	9	1,430,966
READER RABBIT'S KINDERGARTEN	9	2,194,347
READER RABBIT'S PRESCHOOL	9	2,191,555
READER RABBIT'S TODDLER	9	2,191,554
SKILLS BANK	9	1,732,691
SKILLS BANK CORNERSTONE	9,16	1,909,068
STORYBOOK WEAVER	28	1,769,401
SUPER SOLVERS	9	1,872,342
TLC & Design	9	2,200,440
TLC THE LEARNING COMPANY & Design	9	2,364,846
TLC THE LEARNING COMPANY FOR	9	2,322,090

Trademark/ Service Mark	Class	Reg/Serial Number
GREATER KNOWLEDGE & Design TREASURE COVE!	9	1,818,409
TREASURE MATHSTORM!	9	1,832,011
TREASURE MOUNTAIN!	9	1,854,540
ULTIMATE WRITING & CREATIVITY CENTER	9	2,077,963
VIRTUALTALK	41	76/071,880
WHERE IN THE U.S.A. IS CARMEN SANDIEGO?	28	1,483,655
WHERE IN THE WORLD IS CARMEN SANDIEGO?	28	1,383,516
WHERE IN THE WORLD IS CARMEN SANDIEGO?	41	2,163,949
WHERE IN THE WORLD IS CARMEN SANDIEGO?	16	2,087,438
WHERE IN THE WORLD IS CARMEN SANDIEGO?	28	2,213,937
WHERE IN THE WORLD IS CARMEN SANDIEGO?	16	2,221,220
WHERE IN THE WORLD IS CARMEN SANDIEGO?	9	2,223,676
WHERE IN THE WORLD IS CARMEN SANDIEGO? JUNIOR DETECTIVE EDITION	28	1,963,054
WHERE IN TIME IS CARMEN SANDIEGO?	41	2,135,018
WHERE IN TIME IS CARMEN SANDIEGO?	28	1,606,525
WORD MUNCHERS	9	2,244,406