

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
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: 2		
Property Type	Number	Word Mark
Registration Number:	2159221	READER RABBIT'S READING DEVELOPMENT LIBRARY
Registration Number:	1873215	STUDENT WRITING CENTER

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

ATTORNEY DOCKET NUMBER:	314650
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DOMESTIC REPRESENTATIVE	
Name:	Glenn A. Gundersen

CH \$65.00 2159221

Address Line 1: 4000 Bell Atlantic Tower
Address Line 2: 1717 Arch Street
Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:

Hal E. Borden

Total Attachments: 4

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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, 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 }
COUNTY OF Marin } ss:

Before me, the undersigned, a Notary Public of the State of California, personally appeared Douglas Reilly, having been sworn by me according to law did depose and say he was the Assistant 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 23rd day of March, 2004

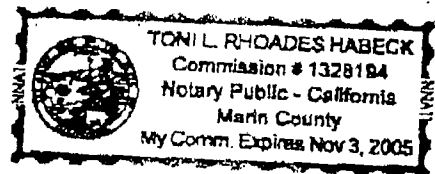
Toni L. Rhoades Habeck
(Written Signature)

Toni L. Rhoades Habeck
(Printed Signature)

ASSIGNEE:

Riverdeep Interactive Learning Limited

By: [Signature]
Name: David Mulville
Title: Executive VP of Business Development



Schedule A

Trademark	Reg No.	Owner
READER RABBIT'S READING DEVELOPMENT LIBRARY	2,159,221	Broderbund Properties
STUDENT WRITING CENTER	1,873,215	Broderbund Properties