

09-16-2003



FORM PTO-1594
1-31-92

NET

U.S. DEPT. OF COMMERCE
PATENT AND TRADEMARK OFFICE

102551713

To the Honorable Commissioner of Patents and Trademarks

Attached original documents or copy thereof.

8-19-03

1. Name of conveying party:

Harcourt, Inc.

- Individual(s)
- General Partnership
- Corporation - Delaware
- Other -
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other - Assignment Nunc Pro Tunc 12/31/02
- Merger
- Change of Name

Execution Date:

2. Name and address of receiving parties:

Harcourt Supplemental Publishers Inc.
10801 N. Mopac Expressway, #200

Austin, TX 78759

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation- Delaware
- Other

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) and address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark registration No.: See Schedule A

Additional numbers attached? Yes No

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

Renee Simonton, President

Reed Elsevier Intellectual Property Management Services, Inc.

1105 N. Market Street, Suite 912

Wilmington DE 19801

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41)..... \$ 340.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

502034 (Harcourt, Inc.)

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Renee Simonton

August 19, 2003

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 1

SCHEDULE A

| <u>Mark</u> | <u>Application No</u> | <u>Registration No.</u> | <u>Country</u> | <u>Status</u> |
|---------------------------|-----------------------|-------------------------|----------------|---------------|
| Chiquilibros | 75827074 | 2428222 | United States | Registered |
| On Deck | 76186576 | 2595786 | United States | Registered |
| Reach for Reading | 75618617 | 2314324 | United States | Registered |
| Reaching Higher | 75716387 | 2379157 | United States | Registered |
| Reaching Up | 75707684 | 2523933 | United States | Registered |
| Rigby | 76055630 | 2575274 | United States | Registered |
| Rigby | 76056391 | 2561211 | United States | Registered |
| Rigby | 76056192 | 2533714 | United States | Registered |
| Rigby Best Teachers Press | 76332725 | 2685761 | United States | Registered |
| Rigbycampus.com | 76093109 | 2575415 | United States | Registered |
| Supporting Literacy | 75693030 | 2407983 | United States | Registered |
| Hugs & Hugs | 76082019 | 2643847 | United States | Registered |
| Wonder Writers | 75979432 | 2487125 | United States | Registered |

NUNC PRO TUNC TRADEMARK ASSIGNMENT

WHEREAS, HARCOURT, INC., a Delaware corporation (hereinafter referred to as "Assignor"), having a place of business located at 6277 Sea Harbor Drive, Orlando, Florida 32887, has adopted, used or is using the trademarks as set forth in attached Schedule A. (hereinafter referred to as the "Trademarks"); and

WHEREAS, HARCOURT SUPPLEMENTAL PUBLISHERS INC., a Delaware corporation (hereinafter referred to as "Assignee"), having a place of business located 10801 N. Mopac Expressway, #200, Austin, TX 78759, desired to acquire all right, title and interest in and to the Trademarks, including any choses in action relating to said Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof set forth on the attached Schedule A; and

WHEREAS, it is desired that the assignment of the Trademarks listed on the attached Schedule A be made a matter of record in the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor as of December 31, 2002 hereby sold, assigned, transferred and conveyed unto Assignee all of its right, title and interest, whether statutory or common law, in and to the aforesaid Trademarks, including any choses in action relating to said Trademarks, claims for damages, profits and costs, both in equity and law, for any infringement or infringements of said Trademarks rights accruing on or before December 31, 2002, together with the goodwill of the business symbolized by the Trademarks, and including the applications and registrations thereof as set forth on attached Schedule A, and further, covenanted, agreed and undertook to execute, whenever requested by

Assignee, all applications, assignments, lawful oaths and any other papers which Assignee may deem necessary or desirable for securing to Assignee or for maintaining for Assignee the Trademarks hereby assigned, all without any further compensation to Assignor.

HARCOUT, INC..

By Renee Simonton
Name: Renee Simonton

Title: Vice President

August 18, 2003