

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
Voices of Love and Freedom, Inc.		05/17/2004	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA	
Name:	Zaner-Bloser, Inc.
Street Address:	2200 West Fifth Avenue, P.O. Box 16764
City:	Columbus
State/Country:	OHIO
Postal Code:	43215-1003
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	76259942	LITERACY & VALUES
Serial Number:	76224860	VOICES
Serial Number:	75982381	VOICES

CORRESPONDENCE DATA	
Fax Number:	(614)469-4779
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	614-469-4778
Email:	pilly@beckerlilly.com
Correspondent Name:	Phillip G. Lilly
Address Line 1:	100 E. Broad Street, Suite 2320
Address Line 4:	Columbus, OHIO 43215

NAME OF SUBMITTER:	Phillip G. Lilly
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Total Attachments: 2 source=trademark attachment 1#page1.tif source=trademark attachment 2#page1.tif

OP \$90.00 76259942

ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, Voices of Love and Freedom, Inc., a Massachusetts non-profit corporation ("Assignor"), is the owner of the copyrights identified on Schedule A attached hereto, the trademarks identified on Schedule B attached hereto, and certain other intellectual property rights associated with Voices, LLC's core reading program for elementary education and professional development program for on-site training for teachers that compliments the core reading program and supplementary literature program, including, but not limited to, trade secrets, trade names, service marks, service names, and all the registrations and applications associated therewith (the "Intellectual Property");

WHEREAS, Zaner-Bloser, an Ohio corporation ("Assignee"), will acquire all of the interest of Assignor in and to the Intellectual Property, all in accordance with and subject to that certain Asset Purchase Agreement of even date herewith (the "Agreement");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in accordance with the terms and provisions of the Agreement, Assignor does hereby sell, assign and transfer unto said Assignee, the entire right, title, and interest of Assignor in and to the Intellectual Property, including all claims for damages for past infringement, together with the goodwill of the businesses symbolized by any of the Intellectual Property.

TO HAVE AND TO HOLD the same hereby granted, bargained, sold, transferred, conveyed, assigned and delivered.

Assignor agrees to do and perform such other acts and things and to execute such documents as are either necessary or appropriate to transfer ownership of the foregoing Intellectual Property rights.

Executed this 17th day of May 2004 at Columbus, Ohio.

VOICES OF LOVE AND FREEDOM, INC.

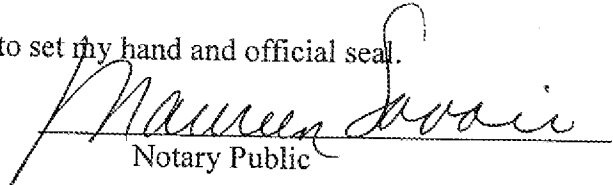
By: John Bluthardt
John Bluthardt, President

CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK, SS:

On this 17th day of May, 2004, before me, a Notary Public in and for said County and State, personally appeared John Bluthardt, proved to me through satisfactory evidence of identity, which was a Drivers License issued by the Commonwealth of Massachusetts, and acknowledged to me that he signed the attached Assignment of Intellectual Property voluntarily for its stated purpose, as President of Voices of Love and Freedom, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

