

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
LessonLab, Inc.		08/21/2003	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Pearson Education, Inc.
Street Address:	One Lake Street
City:	Upper Saddle River
State/Country:	NEW JERSEY
Postal Code:	07458
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	76226178	LESSONLAB
Serial Number:	76226177	LESSONLAB VIEWER
Registration Number:	2756872	LESSONLAB BUILDER

CORRESPONDENCE DATA	
Fax Number:	(202)739-3001
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-739-5093
Email:	kaltoff@morganlewis.com
Correspondent Name:	Kristin H. Altoff
Address Line 1:	1111 Pennsylvania Ave., N.W.
Address Line 2:	Attn: TMSU
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	045390-0042-8280 AND OTHE
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NAME OF SUBMITTER:	Catherine R. Howell, Paralegal
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Total Attachments: 3
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of August 21, 2003 (this "Assignment") between LessonLab, Inc., a California corporation (the "Assignor"), and Pearson Education, Inc., a Delaware corporation (the "Assignee").

WHEREAS, the Assignor has agreed to, among other things, transfer, sell and assign to the Assignee all of the Assignor's right, title and interest in and to its trademarks, including the applications and registrations listed on the attached Schedule A (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. The Assignor hereby assigns to the Assignee all right, title, and interest in and to the Marks, together with the goodwill associated therewith.
2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Marks, will be held and enjoyed by the Assignee and its successors, assigns and other legal representatives.
3. Further Assurances. The Assignor agrees to execute and deliver at a future date any additional documents that the Assignee reasonably determines are required to perfect the Assignee's ownership of or title to the Marks.
4. Authorization. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

IN WITNESS WHEREOF, the Assignor has duly executed this Trademark Assignment as of the date first written above.

LESSONLAB, INC.

By: *Beth Wray*
Name: *BETH WRAY*
Title: *PRESIDENT*

ACCEPTED:

PEARSON EDUCATION, INC.

By: *Harriet Goldberg*
Name: Harriet Goldberg
Title: Vice President and
Deputy General Counsel

Schedule A

Marks

Mark	Jurisdiction	Serial Number/ Registration Number
LESSONLAB Plus Design	United States	76/226,178
LESSONLAB VIEWER	United States	76/226,177
LESSONLAB BUILDER	United States	2,756,872