

5/11/04

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05-14-2004



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents

102745143

the attached original documents or copy thereof.

1. Name of conveying party(ies):

Thomson Learning Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 9/24/03

2. Name and address of receiving party(ies)

Name Thomson Learning Licensing Corporation

Internal Address:

Street Address: 650 Naamans Road

City: Claymont State: DE Zip: 19703

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State of Florida 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) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,559,631

Additional number(s) attached Yes No

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

Name: Paula K. Upson

Internal Address:

The Thomson Corporation

Street Address: 1 Station Place

City: Stamford State: CT Zip: 06902

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 3.41): \$ 315

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

20-0866

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

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.

Paula K. Upson

Name of Person Signing

Paula K. Upson

Signature

May 4, 2004

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 10-1-03  
Thomson Learning Inc.  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State of Delaware  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Thomson Learning Licensing Corporation  
Internal  
Address: \_\_\_\_\_  
Street Address: 650 Naamans Road  
City: Claymont State: DE Zip: 19703  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State of Florida  
 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) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_  
Execution Date: 9/ /03

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
B. Trademark Registration No.(s)  
2,559,631  
Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Paula K. Upson  
Internal Address: \_\_\_\_\_  
The Thomson Corporation  
Street Address: 1 Station Place  
City: Stamford State: CT Zip: 06902

6. Total number of applications and registrations involved: 15  
7. Total fee (37 CFR 3.41).....\$ 390  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
20-0866  
(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.*  
Paula K. Upson      Paula K. Upson      9/24/03  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

10/02/2003 LNWELLER 00000110 200066 2559631

01 FC:8521 40.00 BA  
02 FC:8522 350.00 BA

## Schedule A

Trademark	Appl. Number	Reg. Number
CHILTON		2559631
CHILTON		2585983
CHILTON		2713595
CHILTON (Stylized)		1040561
CHILTON ON DISC & Design		2050643
CHILTON ONLINE	75831749	
CHILTON'S		2605298
CHILTON'S	78136659	
CHILTONDIY		
MAXI-GUIDES		
REPAIR AND TUNE-UP GUIDES		
THE FIRST STEP IN REPAIR		2565920
TOTAL CAR CARE		2648206
TOTAL CAR CARE	76139688	
TOTAL CAR CARE & Design		2587633

**TRADEMARK ASSIGNMENT**

THIS AGREEMENT is effective as of March 1, 2003.

WHEREAS, Thomson Learning Inc., a corporation organized and existing under the laws of the State of Delaware, having an office at 5 Maxwell Drive, Clifton Park, New York 12065 (hereinafter referred to as "Assignor"), has adopted, acquired, used and is using exclusively in its business the trademarks listed on Schedule A attached hereto; and

WHEREAS, Thomson Learning Licensing Corporation, a corporation organized and existing under the laws of the State of Florida, having an office at 650 Naamans Road, Claymont, Delaware 19703 (hereinafter referred to as "Assignee") is desirous of acquiring all right, title and interest in and to said trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee, its successors and assigns all of its right, title and interest in and to the trademarks listed on Schedule A, including the entire business or portion thereof to which the marks pertain, together with all the goodwill of the business symbolized by said marks, and together with the right to sue and collect damages and/or profits for past

infringements of said marks, the intent hereof being substitute Assignee in the place of Assignor.

Stamford, Connecticut on September 21, 2003

THOMSON LEARNING INC.

By: 

Name: Kenneth A. Carson

Title: Secretary

16400

RECORDED: 05/11/2004

TRADEMARK  
REEL: 002966 FRAME: 0229