

41410-1

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

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

<p>1. Name of conveying party(ies):</p> <p>RIVERDEEP INTERACTIVE LEARNING LIMITED</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation (Ireland) <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and Address of receiving party(ies)</p> <p>Name: PUNCH SOFTWARE LLC</p> <p>Address: 7900 NORTH WEST 100TH STREET KANSAS CITY, MISSOURI 64153</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation) <input checked="" type="checkbox"/> Other - Delaware Limited Liability Company</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>October 12, 2004</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s) 1862392 & 2369668</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Hayley Smith, Senior Legal Assistant Kirkland & Ellis LLP 153 East 53rd Street New York, NY 10022-4675 (212) 446-4800 (Phone) (212) 446-4900 (Fax)</p>	<p>6. Total number of applications and registrations involved: 2</p> <p>7. Total fee (37 CFR 3.41)..... \$ 65 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account</p> <p>8. Charge to Deposit Account No. 111098 (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Hayley Smith
Name of Person Signing

Hayley Smith
Signature

11/4/04
Date

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

CH \$65.00 111098 1862392

EXECUTION COPY

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of October 12, 2004 ("Effective Date") by and between RIVERDEEP INTERACTIVE LEARNING LIMITED, a limited company existing under the laws of Ireland ("Assignor") and PUNCH SOFTWARE LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor, Assignee, and Riverdeep Group Limited, a limited company existing under the laws of Ireland, are parties to that certain Amended and Restated Asset Purchase Agreement dated October 8, 2004 (the "Agreement");

WHEREAS, pursuant to the Agreement, Assignor has agreed to assign to Assignee, and Assignee has agreed to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto (the "Marks"); and

WHEREAS, Assignee is a successor to that part of Assignor's business to which the Marks pertain, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

This Assignment may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

RIVERDEEP INTERACTIVE LEARNING LIMITED PUNCH SOFTWARE LLC

By: *Ciara Smith*

By: _____

Name: CIARA SMITH

Name: _____

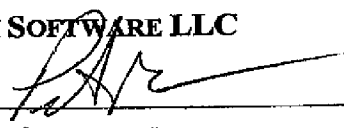
Title: OFFICER

Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

RIVERDEEP INTERACTIVE LEARNING LIMITED PUNCH SOFTWARE LLC

By: _____

By:  _____

Name: _____

Name: Peter Pierce

Title: _____

Title: President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

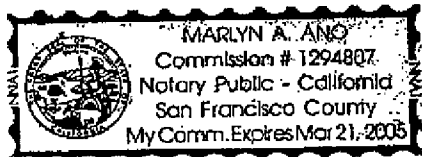
County of SAN FRANCISCO

On November 3, 2004 before me, MARLYN A. ANO, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared CIARA MARY SMYTH
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Marlyn A. Ano
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: TRADEMARK ASSIGNMENT

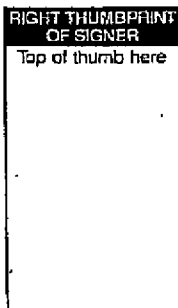
Document Date: 11/3/04 Number of Pages: 3

Signer(s) Other Than Named Above: None other

Capacity(ies) Claimed by Signer(s)

Signer's Name: Ciara Mary Smyth

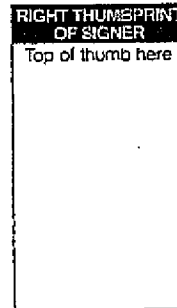
- Individual
- Corporate Officer
- Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer
- Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

STATE OF MO)
) SS:
COUNTY OF CLAY)

On the 3RD day of NOVEMBER 2004 personally appeared before me Peter Perce who stated that he/she is President of Punch Software LLC, a Delaware limited liability company, and acknowledged that he/she executed the above instrument as the act and deed of Punch Software LLC, for the purposes therein set forth.

Nikki L Starbuck
Notary Public

My Commission Expires:

8/30/08



NIKKI L. STARBUCK
Clay County
My Commission Expires
August 30, 2008

Schedule A**TRADEMARK REGISTRATIONS**

TRADEMARK NO.	REGISTRATION DATE	MARK
1,862,392	11/15/94	3D HOME ARCHITECT
2,369,668	7/25/00	3D HOME INTERIORS