

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
John Shanahan		08/23/1996	INDIVIDUAL: UNITED STATES
John Herlihy		08/23/1996	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	GEP Acquisition, Inc.		
Street Address:	1050 W. Katella Avenue, Suite D		
City:	Orange		
State/Country:	CALIFORNIA		
Postal Code:	92667		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1877587	1-800-ABCDEFGH	
Registration Number:	2224496	1-888-ABCDEFGH	
CORRESPONDENCE DATA			
Fax Number:	(248)594-0610		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	248.594.0630		
Email:	tmdocketing@raderfishman.com		
Correspondent Name:	Michael D. Fishman		
Address Line 1:	39533 Woodward Avenue, Suite 140		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
NAME OF SUBMITTER:	Michelle L. Visser		
Signature:	/Michelle L. Visser/		
Date:	12/22/2004		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT, dated as of August 23, 1996 (this "Assignment"), from JOHN SHANAHAN and JOHN HERLIHY, each an individual (each an "Assignor"), to GEP ACQUISITION, INC., a corporation organized and existing under the laws of the State of Delaware (the "Assignee");

W I T N E S S E T H:

WHEREAS, the Assignors own, beneficially and of record, all of the issued and outstanding shares of capital stock of Gateway Educational Products, Ltd., a corporation organized under the laws of the State of Delaware ("Gateway");

WHEREAS, Gateway is engaged in the business (the "Business") of producing, marketing and distributing the Hooked on Phonics® reading skills program—an intensive, systematic phonics-based program designed to teach and enhance reading skills through the use of, *inter alia*, audio tapes, flash cards, workbooks and other reading materials—and certain other educational products;

WHEREAS, Gateway and the Assignee have entered into an asset purchase agreement, dated as of August 23, 1996 (the "Asset Purchase Agreement"; terms used and not otherwise defined herein are used herein as defined in the Asset Purchase Agreement), pursuant to which Gateway has agreed to sell to the Company substantially all of its assets (the "Sale"), including the Business as a going concern and all goodwill associated therewith;

WHEREAS, it is a condition to the obligations of the Company under the Asset Purchase Agreement that the Assignors execute and deliver this assignment;


WHEREAS, the Assignors have, by unanimous written consent of the stockholders of Gateway, approved the Sale, including the sale of the Business as a going concern and all goodwill associated therewith, and approved and adopted the Asset Purchase Agreement;

WHEREAS, the Assignors desire to convey, and the Assignee desires to acquire, effective as of the Closing Date, the entire right, title and interest of the Assignors in and to each of the trademarks identified on Schedule I hereto and all trademark registrations or applications for registration with respect thereto, the goodwill symbolized thereby, all rights of action arising therefrom and all claims for damage by reason of past infringement thereof;

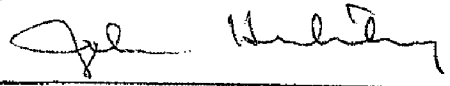
NOW, THEREFORE, in consideration of the foregoing and the payment of the amount of \$10.00 by the Assignee to the Assignors and other good and valuable

consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the Assignors hereby sell, assign, transfer, convey, grant, bargain, set over, release, deliver, vest and confirm unto Assignee, its successors and assigns, forever, effective as of the Closing Date, the entire right, title and interest of the Assignors in and to each of the trademarks identified on Schedule I hereto and all trademark registrations or applications for registration with respect thereto, the goodwill symbolized thereby, all rights of action arising therefrom and all claims for damage by reason of past infringement thereof; all such right, title and interest to be held and enjoyed by Assignee, its successors and assigns as fully and entirely as the same would have been held and enjoyed by the Assignors had this Assignment not been made. The Assignors further agree to execute, at the request of Assignee, all documents necessary to effect the recordation, in the respective governmental offices, of the right, title and interest hereby sold, assigned, transferred, conveyed, granted, bargained, set over, released, delivered, vested and confirmed. In the event that (i) the Asset Purchase Agreement shall be terminated prior to the Closing or (ii) immediately after the Closing the Acquired Assets do not include the claims specified in Section 1.02(1)(i) of the Asset Purchase Agreement, this assignment shall be null and void and of no force and effect.

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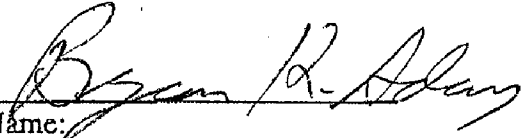
JOHN SHANAHAN



JOHN HERLIHY

ACKNOWLEDGED AND ACCEPTED
this 23rd day of August, 1996:

GEP ACQUISITION, INC.

By: 
Name: _____
Title: _____

SCHEDULE I

TRADEMARKS

1-800-ABCDEFG

800-ABCDEFG

1-800-222-3334

800-222-3334

1-888-ABCDEFG

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1-888-222-3334

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