

07-26-2004

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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

102799131

To the Honorable Commissioner of Patents and Trademarks, I enclose herewith the attached original documents or copy thereof.

1. Name of conveying party(ies):

Thomson Learning Inc.

7-21-04

- 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: July 15, 2004

2. Name and address of receiving party(ies)

Name: Thomson Learning Licensing Internal Corporation 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)

2,348,672

Additional number(s) attached Yes No

OPR/FINANCE JUL 21 10 58 AM '04

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

Name: Paula 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:

7. Total fee (37 CFR 3.41) \$ 215

- 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 Name of Person Signing

Signature

7/15/04 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

07/23/2004 ECDOPER 00000021 200866 2348672

01 FC:8521 40.00 DA 02 FC:8522 175.00 DA

**TRADEMARK ASSIGNMENT**

THIS AGREEMENT is effective as of July 15, 2003.


WHEREAS, Thomson Learning Inc., a corporation organized and existing under the laws of the State of Delaware, having an office at 200 First Stamford Place, 4<sup>th</sup> Floor, Stamford, Connecticut 06902 (hereinafter referred to as "Assignor"), has adopted, acquired, used and is using exclusively in its business the trademarks listed on Schedule A attached hereto (hereinafter referred to as "trademarks"); 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 July 15, 2004

THOMSON LEARNING INC.

By:   
Name: Kenneth A. Carson  
Title: Secretary

## Registered Marks or Marks for which an Application was Previously Filed

Country	Mark	Application No.	Reg. No.	Filing Date	Reg. Date	Status	Classes
USA	A CRISP APPROACH		2,348,672	07/06/99	05/09/00	Live	IC 016
USA	A CRISP APPROACH		2,366,243	07/06/99	07/11/00	Live	IC 009
USA	CRISP "IT SIMPLY WORKS" (and design)		2,140,777	03/03/97	03/03/98	Live	IC 016
USA	CRISP PUBLICATIONS		2,081,181	05/13/96	07/22/97	Live	IC 016
USA	CRISP PUBLICATIONS		2,055,089	05/13/96	04/22/97	Live	IC 041
USA	CRISP PUBLICATIONS		2,055,090	05/13/96	04/22/97	Live	IC 009
USA	FIFTY-MINUTE		1,827,071	12/11/92	03/15/94	Live	IC 009
USA	FIFTY-MINUTE		2,501,623	03/22/00	10/30/01	Live	IC 016
USA	CRISP CORPORATE YOU (and design)			05/26/00		Dead	IC 041
USA	CRISP CORPORATE YOU!			05/26/00		Dead	IC 042
USA	CRISPNOTES			07/26/96		Dead	IC 016
USA	CRISPNOTES			07/10/96		Dead	IC 009
USA	A CRISP APPROACH			09/01/92		Dead	IC 009
USA	A CRISP APPROACH			09/01/92		Dead	IC 016
USA	FIFTY-MINUTE (and design)			10/19/92		Dead	IC 016
USA	:50 (and design)			04/09/90		Dead	IC 035
USA	THE FIFTH-MINUTE SERIES VIDEO/BOOK PROGRAM (and design)			04/09/90		Dead	IC 035

## Domain Names

www.crisplearning.com

www.crispinteractive.com (domain name registered in the name of CrispLearning Inc.)

www.crispinteractive.com was developed pursuant to an agreement with GeolLearning, Inc. Assignor is assigning any and all of its rights with respect to www.crispinteractive.com (registered in the name of GeolLearning, Inc.), but makes no representation as to its ownership of www.crispinteractive.com.