

FORM PTO-1618  
(Rev. 11/99)  
OMB No. 0651-0011 (exp. 6/99)

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

To the Honorable Commissioner for Patents and Trademarks: Please record the attached original document(s) or copy(ies).

<p>1. Name of conveying party(ies): <b>MeadWestvaco Corporation</b></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  <input type="checkbox"/> Other: _____</p> <p>Citizenship/State of Incorporation/Organization: <u>Delaware</u>  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: <b>Learning Resources, Inc.</b></p> <p>Street Address: <b>380 North Fairway Drive Vernon Hills, IL 60061</b></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  <input type="checkbox"/> Other: _____</p> <p>State of Incorporation/Organization: <u>Illinois</u></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) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other: \_\_\_\_\_


Execution Date: November 23, 2004

4. Application number(s) or registration number(s): ATTORNEY DOCKET NO.: 201915-xxxx

A. Trademark Application No.(s)	B. Trademark Registrations No.(s)  <b>2,263,817</b>
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Additional numbers attached?  Yes  No

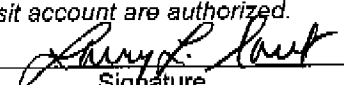
<p>5. Correspondent name and address: <b>MICHAEL BEST &amp; FRIEDRICH LLP Attorneys At Law 401 North Michigan Avenue, Suite 1900 Chicago, Illinois 60611-4212</b></p> <p>Direct telephone calls to: <u>Larry L. Saret</u>  at telephone no. (312) 222-0800 or fax no. (312) 222-0818</p>	<p>6. Total number of properties involved: <u>1</u></p>
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<p>CERTIFICATE OF FACSIMILE TRANSMISSION</p> <p>I hereby certify that this document is being transmitted via facsimile to the Assignment Recordation Services of the U.S. Patent and Trademark Office via fax number 703-306-5995 on <u>2-22-05</u></p> <p>Date: <u>2-22-05</u>   Dawn Ternig</p>	<p>7. Total fee (37 CFR 3.41) ..... \$ <u>40.00</u></p> <p><input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account No. 50-1965  <input checked="" type="checkbox"/> Authorization to charge additional fees</p>
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8. Deposit Account Number - **50-1965**

**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. Charges to deposit account are authorized.*

Larry L. Saret                                            2-22-05  
Name of Person Signing                      Signature                      Date

Total Number of Pages, including cover sheet, attachments and documents: 2

CH \$40.00 501965 2263817

RECEIVED  
MEADWESTVACO CORPORATION

**ASSIGNMENT OF TRADEMARK**

DEC 13 2004

WHEREAS, MeadWestvaco Corporation, a Delaware corporation, located at One High Ridge Park, Stamford, Connecticut 06905 ("Assignor"), is the owner of the trademark MATH MATS ("the Trademark") and U.S. Registration No. 2,263,817 pertaining thereto; and

WHEREAS, Learning Resources, Inc., an Illinois corporation, located at 380 North Fairway Drive, Vernon Hills, Illinois 60061 ("Assignee"), desires to acquire Assignor's worldwide rights in the Trademark, including the above-named registration, together with the goodwill of the business symbolized by said trademark;

NOW, THEREFORE, for good and valuable consideration in the amount of \$ 10.00, the receipt and sufficiency of which are hereby acknowledged, said Assignor has sold, transferred, and assigned and by these presents does hereby sell, transfer, and assign to Assignee all of its rights, title and interest throughout the world in and to said Trademark and said U S Registration No. 2,263,817, together with all goodwill of the business symbolized by such Trademark, including the right to sue for all infringements which may have occurred before execution of this Assignment.

Assignor represents and warrants that, to the best of its knowledge, there are no liens, encumbrances, licenses, or claims against or under the Trademark, and that, to the best of its knowledge, Assignor owns all rights, title and interest in the Trademark.

Assignor shall cooperate with Assignee by providing Assignee with evidence of Assignor's use of the Trademark, upon Assignee's request for such evidence.

IN WITNESS WHEREOF this Assignment has been duly executed by an authorized officer of Assignor.

*MeadWestvaco Corporation*

*Learning Resources, Inc.*

By: *David J. Williamson*  
Title: Executive Vice President  
General Manager  
Date: November 23, 2004

By: *Paul Welding*  
Title: President/CEO  
Date: 1/24/05

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