

10-01-2004



102849419

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: 5/18/04

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

9-28-04

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,573,517 2,576,000

Additional number(s) attached Yes No

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: 2

7. Total fee (37 CFR 3.41): \$ 65

- 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

9/23/04 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

10/01/2004 ECOOPER 00000141 200866 2573517

01 FC:8521 40.00 DA 02 FC:8522 25.00 DA

TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into this 18th day of March, 2004 by and between Thomson Learning, Inc. a Delaware corporation having a place of business at 200 First Stamford Place, Stamford, CT 06902 ("Assignor") and Thomson Learning Licensing Corporation a Florida corporation having a place of business at 650 Naamans Road, Claymont, Delaware 19703 ("Assignee") (each a "party," and collectively, the "parties").

WHEREAS, Assignor is the owner of the trademarks, trademark registrations, and applications for trademark registration set forth on Schedule A hereto (the "Trademark"); and

WHEREAS, Assignee desires to purchase all of Assignor's right, title and interest in and to the Trademarks, and the goodwill of the business symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to assignee all of Assignor's right, title and interest in and to the Trademarks, including all rights therein provided by international conventions and treaties, and the goodwill of the business symbolized thereby. With respect to United States intent-to-use trademark applications, the foregoing assignment shall not be effective prior to the filing and acceptance of a Statement of Use of an Amendment to allege use in connection therewith to the extent that a valid assignment of such intent-to-use trademark application may not be effected under applicable law, provided that such assignment shall be automatically effective thereafter.

2. Assignor makes no warranties, express or implied, with respect to the Trademarks.

3. Assignor hereby covenants that Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to perfect

the interest of Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Assignment.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

THOMSON LEARNING, INC.

By: *Donna M. DiMitre*

Name: Donna M. DiMitre

Title: Assistant Secretary

SCHEDULE A

<u>Mark</u>	<u>Appln. No./Reg. No.</u>	<u>Grant Date</u>
THE CE LIBRARY CARD	2,573,517	May 28, 2002
THE CE CREDIT CARD	2,576,000	June 4, 2002

7849-1

RECORDED: 09/19/2004

TRADEMARK
REEL: 003054 FRAME: 0255