

11/5104

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

RE

11-12-2004

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



To the Honorable Commissioner of Patents

Final documents or copy thereof.

102880080

1. Name of conveying party(ies):

iLearning, 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: 10/1/04

2. Name and address of receiving party(ies)

Name: Thomson Learning Inc. Internal Address:

Street Address: 200 First Stamford Place City: Stamford State: CT Zip: 06902

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State of Delaware 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)

75/428044 76/078471 76/456373 75/142253 76/078465

B. Trademark Registration No.(s)

2,141,504 2,175,512 2,471,122 2,168,245 2,304,464

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:

10

7. Total fee (37 CFR 3.41) \$ 265

- 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

10/28/04 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

11/10/2004 GT0N11 00000049 200866 75428044

01 FC:8521 40.00 DA 02 FC:8522 225.00 DA

Trademark Assignment

WHEREAS, iLearning, Inc., a Delaware corporation, with offices at 1000 Lancaster Street, Baltimore, Maryland, 21202 ("ASSIGNOR") owns certain trademarks and/or service marks, and applications and/or registrations for such marks, as listed in Exhibit A attached hereto and incorporated herein by this reference ("MARKS"); and

WHEREAS, Thomson Learning Inc., a Delaware corporation, with offices at Metro Center, One Station Place, Stamford, Connecticut ("ASSIGNEE"), desires to acquire all of the right, title and interest of ASSIGNOR in, to and under the MARKS, together with the goodwill of the business symbolized by the MARKS;

WHEREAS, ASSIGNEE is a successor to a portion of the business of the ASSIGNOR to which the MARKS pertain;

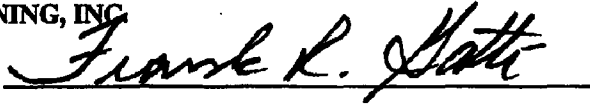
WHEREAS, ASSIGNOR and ASSIGNEE have entered into a certain Assignment Agreement dated October 1, 2004, assigning, among other things, all right, title and interest in and to the MARKS and in and to the registrations and/or applications for same from ASSIGNOR to ASSIGNEE;

NOW, THEREFORE, in consideration of good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the receipt and sufficiency of which hereby is acknowledged, ASSIGNOR does hereby sell, assign, transfer and convey unto ASSIGNEE its entire right, title and interest in and to the MARKS, and to the applications and/or registrations for the MARKS, together with the goodwill of the business symbolized by the MARKS and the portion of the business of the ASSIGNOR to which the MARKS pertain, including the right to sue and recover for any past infringement thereof. ASSIGNOR shall execute and deliver such documents and other papers, and take such further actions, as may be reasonably required to carry out the provisions of this Assignment and give effect to the transactions contemplated hereby.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be duly executed by an authorized officer on this 1st day of October 2004.

ILEARNING, INC

By:



Name: Frank R. Gatti

Title: Director

STATE OF New Jersey

COUNTY OF Mercer

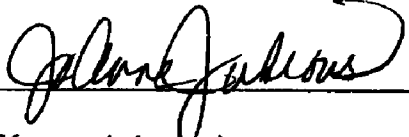
) ss.
)

On September 30, 2004, before me, the undersigned notary public in and for said County and State, personally _____ appeared FRANK R GATTI

personally known to me [or]
 proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.



My commission expires on

June 21, 2005

JO ANNE JULIOUS
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 21, 2005

EXHIBIT A

MARKS

1. IT Insight (U.S.: 3-Feb-98; 75/428044)
2. IT Insider (U.S.)
3. Caliber (U.S.: 2,141,504)
4. Caliber Learning Network (U.S.: 2,168,245)
5. Caliber Performance Learning (U.S.: 26-July-96; 75/142,253)
6. Mountain Peak (Caliber) (U.S.: 2,175,512)
7. Caliber Learning Center (U.S.: 2,304,464)
8. Caliber Enterprise Technology Summit (U.S.)
9. Enterprise Technology Forum (U.S.)
10. Select Partner (U.S.)
11. Caliber Learning Campus (U.S.)
12. Caliber Learning Lab (U.S.)
13. Essentials of Management (U.S.)
14. BOSS (U.S.) — Relevant to in class
15. Broadcast Origination Support System (U.S.) — Relevant to in class
16. Caliber Education (U.S.)
17. Internet Broadcast Studio (U.S.: 27-Jun-00; 76/078471)
18. Internet Broadcast Suite (U.S.: 27-Jun-00; 76/078465)
19. Caliber (New Logo w/swoosh) (U.S.: 2,471,122)
20. Resound (U.S.: 23-Mar-2004; 76/456,373)