

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Recordal of Assignment. Please remove this assignment from the records of Reg. No. 2807110 previously recorded on Reel 003071 Frame 0861. Assignor(s) hereby confirms the Assignment.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Thomson Learning Inc.		10/01/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Education Direct, Inc.
Street Address:	925 Oak Street
City:	Scranton
State/Country:	PENNSYLVANIA
Postal Code:	18615
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2807110	EDUCATION DIRECT

CORRESPONDENCE DATA

Fax Number: (203)539-7774
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 203-539-8795
 Email: paula.upson@thomson.com
 Correspondent Name: The Thomson Corporation
 Address Line 1: 1 Station Place
 Address Line 2: Paula Upson
 Address Line 4: Stamford, CONNECTICUT 06902

NAME OF SUBMITTER:	Paula K. Upson
Signature:	/pku/
Date:	05/10/2005

CH \$40.00 2807110

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into this 1st day of October 2004 by and between Thomson Learning Inc., a Delaware corporation having a place of business at 200 First Stamford Place, Stamford, Connecticut 06902 USA, ("Assignor") and Education Direct, Inc., a Pennsylvania corporation having a place of business at 925 Oak Street, Scranton, Pennsylvania 18615 USA ("Assignee") (each a "party," and collectively, the "parties").

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

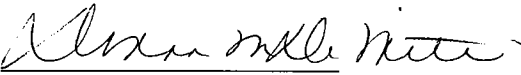
WHEREAS, Assignee desires to purchase all of Assignor's right, title and interest in and to the Trademark, and the goodwill of the business symbolized thereby.

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 Trademark, including all rights therein provided by international conventions and treaties, and the goodwill of the business symbolized thereby.
2. Assignor makes no warranties, express or implied, with respect to the Trademark.
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 Trademark, and shall not enter into any agreement in conflict with this Assignment.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the date first written above.

THOMSON LEARNING INC.

By: 

Name: Donna M. DiMitre

Title: Assistant Secretary

SCHEDULE A

<u>Mark</u>	<u>Reg. No./(App. No.)</u>
EDUCATION DIRECT	2,807,110