

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Primedia Workplace Learning LP	FORMERLY aka Primedia Workplace Learning, Inc.	04/01/2005	LIMITED PARTNERSHIP: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Trinity Workplace Learning Corporation
<b>Street Address:</b>	4101 International Parkway
<b>City:</b>	Carrollton
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75007
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 36**

Property Type	Number	Word Mark
Registration Number:	1554106	ASTN
Registration Number:	1781352	AUTOMOTIVE SATELLITE TELEVISION NETWORK
Registration Number:	1781765	AUTOMOTIVE SATELLITE TELEVISION NETWORK
Registration Number:	2007317	EMERGENCY MEDICAL UPDATE
Registration Number:	2166124	EXEN
Registration Number:	1723433	FETN
Registration Number:	2270210	FETN DISTANCE LEARNING
Registration Number:	1884655	GSTN
Registration Number:	1884009	GSTN
Registration Number:	2886364	HOMELAND ONE
Registration Number:	1762832	HSTN
Registration Number:	1780597	HSTN
Registration Number:	2266199	ITS INDUSTRIAL TRAINING SYSTEMS CORPORATION

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Registration Number:	1716560	LETN
Registration Number:	1715368	LETN
Registration Number:	1718105	LETN
Registration Number:	1911307	LTCN
Registration Number:	2536754	LTCN
Registration Number:	1911308	LTCN LONG TERM CARE NETWORK
Registration Number:	2653871	LTCN LONG TERM CARE NETWORK
Registration Number:	1738107	MESH MANAGING EMPLOYEE SAFETY & HEALTH
Registration Number:	2800498	PRIMEED
Registration Number:	1695149	PSTN
Registration Number:	1711381	PSTN
Registration Number:	1574523	PULSE
Registration Number:	2756218	PULSE:EMERGENCY MEDICAL UPDATE
Registration Number:	1902142	SAFETY WATCH
Registration Number:	2315808	STTAR
Registration Number:	2334672	STTAR SPECIALIZED TRAINING TESTING AND RECORDKEEPING
Registration Number:	1004721	TEL-A-TRAIN
Registration Number:	1079285	TEL-A-TRAIT
Registration Number:	1461386	TI-IN NETWORK
Registration Number:	2282283	TOPICS IN MEDICINE
Registration Number:	2308601	TOPICS IN MEDICINE
Registration Number:	2168672	TRAINING EXPRESS
Serial Number:	78277104	HOMELAND ONE FIRST RESPONDER NETWORK

**CORRESPONDENCE DATA**

Fax Number: (415)391-8269  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 415-659-5969  
Email: dbjohnson@reedsmith.com  
Correspondent Name: Doyle B. Johnson  
Address Line 1: Two Embarcadero Center  
Address Line 2: Suite 2000  
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Doyle B. Johnson
Signature:	/Doyle B. Johnson/

Date:

07/11/2005

**Total Attachments: 10**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is delivered as of April 1, 2005, pursuant to that certain Asset Purchase Agreement, dated as of April 1, 2005 between (i) Primedia Inc., a Delaware corporation, its wholly-owned entity Primedia Digital Video Holdings LLC, a Delaware limited liability company and Primedia Workplace Learning LP, a Delaware limited partnership (collectively "Assignor"), on the one hand; and (ii) Trinity Learning Corporation, a Utah corporation and its wholly-owned subsidiary Trinity Workplace Learning Corporation, a Delaware corporation, its successors, assigns and legal representatives (hereinafter called the "Assignee"), on the other hand.

A. Assignor is the owner of certain marks that it uses in its business, including, without limitation, the marks and any and all trade dress associated therewith as described in Exhibit A attached hereto and incorporated by reference herein (collectively "the Marks"), together with the goodwill of the business symbolized thereby in connection with the goods and or services with which the Marks are used.

B. Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Marks and all trademark applications and registrations pertaining thereto.

NOW, THEREFORE, Assignor and Assignee, in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

### Section One ASSIGNMENT

1.1 For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest in and to the Marks (including, without limitation, all applications, registrations and registration renewals pertaining thereto), together with (1) the goodwill of the business relating to the goods and/or services in respect upon which the Marks are used and for which they are registered; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Marks.

1.2 Assignor further conveys, transfers, assigns, delivers, and contributes to Assignee all rights in the trade dress, labels, and designs associated with the Marks.

### Section Two FURTHER ASSURANCES

Assignor further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or

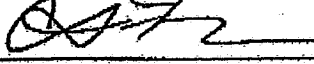
vesting in Assignee full right, title, and interest in the Marks.

*[Remainder of page intentionally left blank. Next page is signature page.]*

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment Agreement to be signed as of the date first above written.

ASSIGNOR

Primedia, Inc.,  
a Delaware corporation

By: 

Name: Christopher A. Fraser

Title: Senior Vice President - Law

ASSIGNOR

Primedia Digital Video Holdings LLC,  
a Delaware limited liability company

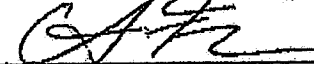
By: 

Name: Christopher A. Fraser

Title: Senior Vice President - Law

ASSIGNOR

Primedia Workplace Learning LP,  
a Delaware limited partnership

By: 

Name: Christopher A. Fraser

Title: Senior Vice President - Law

*[Signature Page to Trademark Assignment Agreement]*

STATE OF )  
 ) ss.  
COUNTY OF )

On this 1<sup>st</sup> day of April, 2005 before me Jason Thaler the undersigned officer, personally appeared Christopher Prosser  personally known to me  proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to be within instrument acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that his/her/their signature(s) on the instrument the person(s), or the entity upon on behalf of which the person(s) acted, executed the instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Jason Thaler  
Notary Public/Commissioner of Oath  
My Commission Expires 8/6/2005

(SEAL) JASON THALER  
Notary Public, State of New York  
No. 02TH6082278  
Qualified in New York County  
Commission Expires August 06, 2005

Exhibit A

**MARKS**

Country: Canada

<u>Mark</u>	<u>App. #</u>	<u>Reg. #</u>	<u>Classes</u>	<u>Status</u>
AMERICAN HEAT		467324		REGISTERED
ASTN		450081		REGISTERED
FETN		467318		REGISTERED
HSTN		737883		REGISTERED
ITS		467782		REGISTERED
LETN		467323		REGISTERED
LTCN		436496		REGISTERED
PSTN		466495		REGISTERED



Country: United States

<u>Mark</u>	<u>App. #</u>	<u>Reg. #</u>	<u>Classes</u>	<u>Status</u>
ASTN (STYLIZED)	73/725230	1554106	38	REGISTERED
AUTOMOTIVE SATELLITE TELEVISION NETWORK	74/240981	1781352	16	REGISTERED
AUTOMOTIVE SATELLITE TELEVISION NETWORK	74/240980	1781765	38	REGISTERED
EMERGENCY MEDICAL UPDATE	74/375055	2007317	9	REGISTERED
EXEN	74/668307	2166124	16, 41	REGISTERED
FETN	74/216499	1723433	9, 16, 38	REGISTERED
FETN & DESIGN	75/343607	2270210	41	REGISTERED
GSTN	74/418316	1884655	9	REGISTERED
GSTN	74/418373	1884009	41	REGISTERED
GTN	74/418373	1884009	41	REGISTERED
HOMELAND ONE	78/232889	2886364	9, 41	REGISTERED

HOMELAND ONE LOGO	78/277104	9, 41	FILED
HSTN	74/302465	16	REGISTERED
HSTN	74/302466	38	REGISTERED

ITS INDUSTRIAL TRAINING SYSTEMS CORPORATION AND DESIGN	75/352462	2266199	9, 16, 41	REGISTERED
LETN	74/241033	1716560	38	REGISTERED
LETN	74/240979	1715368	9	REGISTERED
LETN	74/241063	1718105	16	REGISTERED
LTCN (WORD MARK)	74/476546	1911307	38	REGISTERED
LTCN (WORD MARK)	76/299598	2536754	16	REGISTERED
LTCN LONG TERM CARE NETWORK(STYLIZED)	74/476547	1911308	38	REGISTERED
LTCN LONG TERM CARE NETWORK(STYLIZED)	76/298883	2653871	16	REGISTERED
MESH MANAGING EMPLOYEE SAFETY & HEALTH & DESIGN	74/207736	1738107	9, 16	REGISTERED
PRIMEED	78/217383	2800498	41	REGISTERED
PSTN		1695149	16	REGISTERED
PSTN	74/215012	1711381	9	REGISTERED

PULSE	1574523	9	REGISTERED
PULSE:EMERGENCY MEDICAL UPDATE	2756218	9	REGISTERED
SAFETY WATCH	1902142	9	REGISTERED
SITAR	2315808	9	REGISTERED
SITAR & DESIGN	2334672	9	REGISTERED
TEL-A-TRAIN	1004721	9	REGISTERED
TEL-A-TRAIN (STYLIZED)	1079285	9	REGISTERED
TI-IN NETWORK & DESIGN	1461386	41	REGISTERED
TOPICS IN MEDICINE	2282283	41	REGISTERED
TOPICS IN MEDICINE AND DESIGN	2308601	41	REGISTERED
TRAINING EXPRESS	2168672	42	REGISTERED

UNREGISTERED

UNREGISTERED

UNREGISTERED

UNREGISTERED

CALIBRE

CALIBRE PRESS

WTN

IDTN