

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Outernet Publishing LLC		07/22/2005	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Thomson Learning Inc.		
Street Address:	10 Davis Drive		
Internal Address:	c/o Thomson Higher Education		
City:	Belmont		
State/Country:	CALIFORNIA		
Postal Code:	94002		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2949171	BIOBYTE	
Registration Number:	2949170	CHEMBYTE	
Registration Number:	2318732	LABS ON DEMAND	
CORRESPONDENCE DATA			
Fax Number:	(203)539-7774		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	203-539-8795		
Email:	trademarks@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		

CH \$90.00 2949171

Signature:

/pku/

Date:

08/05/2005

Total Attachments: 2

source=OUTERNET Assign#page1.tif

source=OUTERNET Assign#page2.tif

TRADEMARK ASSIGNMENT

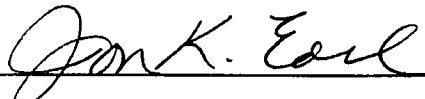
WHEREAS, OUTERNET PUBLISHING LLC, a Minnesota limited liability company ("Assignor"), having its office at 6595 Edenvale Blvd., Suite 155, Eden Prairie, MN 55346, has adopted, acquired, used and is using exclusively in its business the trademarks listed on the attached Schedule A which is made a part hereof (the "Marks"); and

WHEREAS, THOMSON LEARNING INC., a corporation organized and existing under the laws of the State of Delaware, having an address at c/o Thomson Higher Education, 10 Davis Drive, Belmont, CA 94002 ("Assignee"), is desirous of acquiring all right, title and interest in and to the Marks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee, its successors and assigns all of its right, title and interest in and to the Marks, together with all the goodwill of the business symbolized by the Marks, and together with the right to sue and collect damages and/or profits for past infringements of the Marks, the intent hereof being to substitute Assignee in the place of Assignor.

IN WITNESS WHEREOF, Assignor has caused this instrument to be duly executed as of this 22 day of July, 2005.

OUTERNET PUBLISHING, LLC

By: 
Title: President

List of Trademarks

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>
BIOBYTE (stylized)	76/519,521	2,949,171
CHEMBYTE (stylized)	76/519,519	2,949,170
LABS ON DEMAND (stylized)	75/600,485	2,318,732