

04-18-2005

Form PTO-1594 (Rev. 06/04)

OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

RE:

102982981

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

## 1. Name of conveying party(ies)/Execution Date(s):

Thomson Learning Licensing Corporation

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) FloridaExecution Date(s) 9/28/04Additional names of conveying parties attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

## 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ NoName: Thomson Canada Limited

Internal

Address: Suite 2706, TD Bank TowerStreet Address: 66 Wellington StreetCity: TorontoState: OntarioCountry: Canada Zip: M5K 1A1

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☒ Corporation Citizenship Canadian  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

## 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,807,110Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

## 5. Name &amp; address of party to whom correspondence concerning document should be mailed:

Name: Paula K. UpsonInternal Address: The Thomson CorporationStreet Address: 1 Station PlaceCity: StamfordState: Connecticut Zip: 06902Phone Number: 203-539-8795Fax Number: 203-539-7774Email Address: paula.upson@thomson.com

## 6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 45

- ☐ Authorized to be charged by credit card  
☒ Authorized to be charged to deposit account  
☐ Enclosed

## 8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_b. Deposit Account Number 20-0866Authorized User Name Paula K. Upson

## 9. Signature:

4/7/05

Signature

Date

Paula K. Upson

Total number of pages including cover sheet, attachments, and document: ☐

04/15/2005 DBYRHE 00000054 200066 N8803110 Person Signing

01 FC:0521

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450TRADEMARK  
REEL: 003150 FRAME: 0641

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
TRADEMARK EXAMINING OPERATION**

Assistant Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513

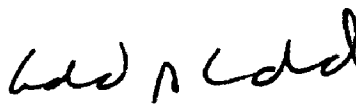
**DESIGNATION OF DOMESTIC REPRESENTATIVE**

S I R:

The Thomson Corporation, with a principal place of business at One Station Place, Stamford, Connecticut 06902, is hereby designated domestic representative upon whom all notices or process in proceedings affecting this Trademark Assignment may be served.

Respectfully submitted,

THOMSON CANADA LIMITED

By: 

Name: Edward A. Friedland

Title: Attorney for Assignee

## **TRADEMARK ASSIGNMENT**

This **TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into this 28th day of September, 2004 by and between Thomson Learning Licensing Corporation, a Florida corporation having a place of business at 650 Naamans Road, Claymont, Delaware 19703, ("Assignor") and Thomson Canada Limited, a Canadian corporation (the "Assignee"), whose address is Suite 2706, TD Bank Tower, TD Centre, 66 Wellington Street West, Toronto M5K 1A1 Canada, ("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

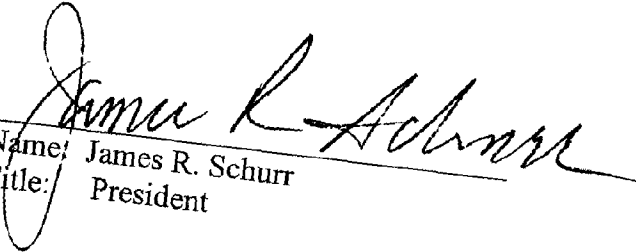
**WHEREAS**, Assignee desires to purchase all of Assignor's right, title and interest in and to the Trademark, and the goodwill of the business symbolized thereby.

**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 LICENSING  
CORPORATION

By:   
Name: James R. Schurr  
Title: President

25395-1

SCHEDULE A

Mark

Reg. No./(App. No.)

EDUCATION DIRECT

2,807,110