

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Crisp Publications, Inc.		07/09/2003	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Thomson Learning Inc.
Street Address:	200 First Stamford Place
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06902
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2366243	A CRISP APPROACH
Registration Number:	2140777	CRISP "IT SIMPLY WORKS"
Registration Number:	2081181	CRISP PUBLICATIONS
Registration Number:	2055089	CRISP PUBLICATIONS
Registration Number:	2055090	CRISP PUBLICATIONS
Registration Number:	1827071	FIFTY-MINUTE
Registration Number:	2501623	FIFTY-MINUTE

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: trademarks@thomson.com
 Correspondent Name: The Thomson Corporation
 Address Line 1: 1 Station Place
 Address Line 2: Paula Upson

CH \$190.00 2366243

Address Line 4: Stamford, CONNECTICUT 06902

NAME OF SUBMITTER:

Paula K. Upson

Signature:

/pku/

Date:

09/21/2005

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES

WHEREAS, Crisp Publications, Inc., a California corporation with its principal place of business at 1200 Hamilton Court, Menlo Park, California 94025 (hereinafter referred to as "Assignor"), has used and is using, and/or is intending to use, in its business the trademarks and domain names set forth in **Schedule A**, attached hereto, as well as certain other words, phrases and devices, including product configurations and trade dress, constituting trademarks (which marks may not be identified in **Schedule A**) that are used, have been used or are intended to be used by Assignor in connection with, or are useful to, the development, production, distribution, marketing and sale of workplace training, self-improvement and education products (hereinafter the "Marks");

WHEREAS, Thomson Learning Inc., a Delaware corporation (hereinafter "Assignee"), is desirous of acquiring all of Assignor's right, title and interest in and to the said Marks, together with the goodwill of the business symbolized by the Marks and the registrations thereof and applications therefore, along with that portion of the business to which the Marks pertain;

WHEREAS, it is desired that the assignment of said Marks, and registrations and applications therefore, be made of record in the United States Patent and Trademark Office, and other appropriate Patent and Trademark Offices.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor hereby assigns to Assignee all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and the registrations thereof and applications therefore, along with that portion of the business to which the Marks pertain, and all rights to damages and profits, due or accrued, arising out of past infringements of said Marks, and the right to sue for and recover the same.

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As reasonably requested from time to time by Assignee, Assignor shall execute any additional documents, instruments or conveyances of any kind which may be reasonably necessary to carry out any of the provisions of this Assignment, including, without limitation, putting Assignee in full possession and operating control of the Marks.

CRISP PUBLICATIONS, INC.

By: Michael A. Crisp

Title: CEO & President

Dated: July 9, 2003

STATE OF CALIFORNIA :
COUNTY OF SAN MATEO : SS

Sworn to and subscribed
before me this 9th day
of July, 2003.

Michael Murphy
NOTARY PUBLIC



Schedule A

Registered Marks or Marks for which an Application was Previously Filed

Country	Mark	Application No.	Reg. No.	Filing Date	Reg. Date	Status	Classes
USA	A CRISP APPROACH		2,348,672	07/06/99	05/09/00	Live	IC 016
USA	A CRISP APPROACH		2,366,243	07/06/99	07/11/00	Live	IC 009
USA	CRISP "IT SIMPLY WORKS" (and design)		2,140,777	03/03/97	03/03/98	Live	IC 016
USA	CRISP PUBLICATIONS		2,081,181	05/13/96	07/22/97	Live	IC 016
USA	CRISP PUBLICATIONS		2,055,089	05/13/96	04/22/97	Live	IC 041
USA	CRISP PUBLICATIONS		2,055,090	05/13/96	04/22/97	Live	IC 009
USA	FIFTY-MINUTE		1,827,071	12/11/92	03/15/94	Live	IC 009
USA	FIFTY-MINUTE		2,501,623	03/22/00	10/30/01	Live	IC 016
USA	CRISP CORPORATE YOU (and design)			05/26/00		Dead	IC 041
USA	CRISP CORPORATE YOU!			05/26/00		Dead	IC 042
USA	CRISPNOTES			07/26/96		Dead	IC 016
USA	CRISPNOTES			07/10/96		Dead	IC 009
USA	A CRISP APPROACH			09/01/92		Dead	IC 009
USA	A CRISP APPROACH			09/01/92		Dead	IC 016
USA	FIFTY-MINUTE (and design)			10/19/92		Dead	IC 016
USA	:50 (and design)			04/09/90		Dead	IC 035
USA	THE FIFTH-MINUTE SERIES VIDEO/BOOK PROGRAM (and design)			04/09/90		Dead	IC 035

Domain Names

www.crisplearning.com

www.crispinteractive.com (domain name registered in the name of Crisplearning Inc.)

www.crispuniversity.com was developed pursuant to an agreement with Geolearning, Inc. Assignor is assigning any and all of its rights with respect to www.crispuniversity.com (registered in the name of Geolearning, Inc.), but makes no representation as to its ownership of www.crispuniversity.com.