

**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		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Thomson Learning Inc.		07/15/2004	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Thomson Learning Licensing Corporation		
<b>Street Address:</b>	650 Naamans Road		
<b>City:</b>	Claymont		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19703		
<b>Entity Type:</b>	CORPORATION: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2055089	CRISP PUBLICATIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(203)539-7774		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	203-539-8795		
<b>Email:</b>	trademarks@thomson.com		
<b>Correspondent Name:</b>	The Thomson Corporation		
<b>Address Line 1:</b>	1 Station Place		
<b>Address Line 2:</b>	Paula Upson		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06902		
<b>NAME OF SUBMITTER:</b>	Paula K. Upson		
<b>Signature:</b>	/pku/		
<b>Date:</b>	09/21/2005		

CH \$40.00 2055089

Total Attachments: 2

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**TRADEMARK ASSIGNMENT**

THIS AGREEMENT is effective as of July 15, 2003.

WHEREAS, Thomson Learning Inc., a corporation organized and existing under the laws of the State of Delaware, having an office at 200 First Stamford Place, 4<sup>th</sup> Floor, Stamford, Connecticut 06902 (hereinafter referred to as "Assignor"), has adopted, acquired, used and is using exclusively in its business the trademarks listed on Schedule A attached hereto (hereinafter referred to as "trademarks"); and

WHEREAS, Thomson Learning Licensing Corporation, a corporation organized and existing under the laws of the State of Florida, having an office at 650 Naamans Road, Claymont, Delaware 19703 (hereinafter referred to as "Assignee") is desirous of acquiring all right, title and interest in and to said trademarks;

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 trademarks listed on Schedule A, including the entire business or portion thereof to which the marks pertain, together with all the goodwill of the business symbolized by said marks, and together with the right to sue and collect damages and/or profits for past infringements of said marks, the intent hereof being substitute Assignee in the place of Assignor.

Stamford, Connecticut on July 15, 2004

THOMSON LEARNING INC.

By: 

Name: Kenneth A. Carson

Title: Secretary

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