

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
Videodiscovery, Inc.		08/24/2005	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Discovery Education, Inc.		
Street Address:	One Discovery Place		
City:	Silver Spring		
State/Country:	MARYLAND		
Postal Code:	20910		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78389427	VIDEODISCOVERY MEDIAMAX	
Registration Number:	2746345	VIDEODISCOVERY	
Registration Number:	1927473	SCIENCE SLEUTHS	
CORRESPONDENCE DATA			
Fax Number:	(202)857-6395		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	stewart.sheila@arentfox.com		
Correspondent Name:	Arent Fox PLLC		
Address Line 1:	1050 Connecticut Ave. NW		
Address Line 2:	Suite 400		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
NAME OF SUBMITTER:	Sheila H. Stewart		
Signature:	/shstewart/		
Date:	09/26/2005		

OP \$90.00 78389427

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into this August 9, 2005, by and between Videodiscovery, Inc., a Washington corporation ("Assignor"), and Discovery Education, Inc., an Illinois corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademarks/service marks and the corresponding common law rights and/or registrations and applications in the U.S. Patent and Trademark Office as more fully described in Exhibit A attached hereto, which is incorporated herein by reference (collectively the "Trademarks");

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated as of July 18, 2005 by and among Assignor, Assignee and D. Joseph Clark, Ph.D. (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to transfer and Assignee has agreed to accept the Trademarks, together with the goodwill symbolized thereby, on the terms and conditions set forth in the Asset Purchase Agreement; and

WHEREAS, the purpose of this document is to confirm and memorialize such transfer;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby convey, grant, assign and deliver to Assignee all right, title and interest in and to the Trademarks worldwide, and any other registrations or applications therefor in the United States or any foreign jurisdiction, together with the good will of the business symbolized by the Trademarks and all claims and causes of action relating to infringement by a third party of the Trademarks, including the right to collect damages for such infringements, the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors, legal representatives and assigns. Assignor further authorizes the Commissioner for Trademarks of the United States, and any official of any country or jurisdiction foreign to the United States whose duty it is to record the rights to trademarks, registrations, applications and title thereto, to record the right to the trademarks, registrations and applications listed in the annexed Exhibit A as the property of Assignee.

Assignor will reasonably assist Assignee in obtaining or providing such further documents which may be reasonably required to transfer title of the Trademarks to Assignee.

This Assignment may be executed in counterparts, which taken together as a whole may be considered one agreement.

The parties hereto have executed this Assignment as of the date first written above.

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EXHIBIT A
Trademark Schedule

TRADEMARK	APP. NO. OR REG. NO.	APP. DATE OR REG. DATE	OWNER	STATUS/COMMENTS
VIDEODISCOVERY	2748343 (Registration No.)	August 5, 2003 (Registration Date)	VIDEODISCOVERY, INC.	REGISTERED
SCIENCE SLEUTHS	1987073 (Registration No.)	October 17, 1998 (Registration Date)	VIDEODISCOVERY, INC.	REGISTERED
VIDEODISCOVERY MEDIAMAX	78389427 (Application No.)	March 23, 2004 (Application Date)	VIDEODISCOVERY, INC.	APPLICATION
HEALTH SLEUTHS			VIDEODISCOVERY, INC.	CLAIMED
MATH SLEUTHS			VIDEODISCOVERY, INC.	CLAIMED