

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

Larson Learning, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: Pennsylvania
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Houghton Mifflin Company

Internal

Address: _____

Street Address: 222 Berkeley Street

City: Boston

State: MA

Country: USA Zip: 02116

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Massachusetts
- 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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) August 15, 2005

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

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

A. Trademark Application No.(s)
78/436,909; 78//558,027; 76/627,927; 78/436,892; 76/615,923

B. Trademark Registration No.(s)
2,752,362; 2,719,172

Additional sheet(s) attached? Yes No

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

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

Name: Jeanine M. Mitchell

Internal Address: Houghton Mifflin Company

IPBA- 5th Floor

Street Address: 222 Berkeley Street

City: Boston

State: MA Zip: 02 16

Phone Number: (617) 351-5248

Fax Number: (617) 351-1125

Email Address: jeanine_mitchell@hmco.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

- 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 502517

Authorized User Name Jeanine M. Mitchell

9. Signature:

Jeanine M. Mitchell
Signature
Jeanine M. Mitchell
Name of Person Signing

August 19, 2005
Date

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$165.00 502517 78436909

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is dated August 15, 2005 and is effective as of July 1, 2005, by LARSON LEARNING, INC., a corporation organized pursuant to the laws of Pennsylvania ("Assignor"), to HOUGHTON MIFFLIN COMPANY, a corporation organized pursuant to the laws of Massachusetts ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Agreement of Purchase and Sale of Assets, dated August 15, 2005 and effective as of July 1, 2005 (the "Purchase Agreement"), providing, among other things, that Assignor transfer to Assignee certain assets, properties and rights owned by Assignor, on the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, Assignor has adopted and used, and is using the trademarks listed on the attached Schedule 1, and is the owner of the trademarks and trademark registrations listed on the attached Schedule 1;

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to (i) the trademarks listed in part (a) of Schedule 1 hereto and the registrations therefor, in the United States Patent and Trademark Office; and (ii) the trademarks listed in part (b) of Schedule 1 attached hereto and, if applicable, the applications therefor pending in the United States Patent and Trademark Office; in each case together with the goodwill of the business symbolized by each such mark and the right to sue for any and all causes of action that may have accrued to Assignor up to and including the date hereof in connection with any infringement of the said marks.

Assignor agrees to execute such further documents and instruments and take all such actions as Assignee, being advised by counsel, shall reasonably request to secure to Assignee, its successors and assigns the rights herein assigned.

Assignor hereby requests the Commissioner of Patents and Trademarks of the United States of America, or any official of any jurisdiction whose duty it is to issue trademark registrations, to issue the Certificate of Registration for any registration resulting from the trademarks listed on the attached Schedule 1 to the Assignee, its successors or assigns, in accordance with the terms of this instrument.

Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed under seal as of the date first above written.

LARSON LEARNING, INC.

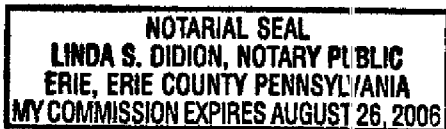
By: *R. Scott O'Neil*

Name: R. Scott O'Neil

Title: President and Chief Executive Officer

COMMONWEALTH OF PENNSYLVANIA)
)
) .SS
COUNTY OF ERIE)

On the 12th day of August, 2005, before me personally came R. Scott O'Neil, known to me to be the President and Chief Executive Officer of Larson Learning, Inc., who executed the above instrument on behalf of the said corporation and acknowledged to me that the said corporation executed the same.



Linda S. Didion
Notary Public

Schedule 1

(a) Registered Trademarks

Mark	Trademark Registration No.
MATH TREATS	2,752,362
GEOMETREATS	2,719,172

(b) Common Law Trademarks

Mark	Trademark Application No. (if applied for)
CONCENTRATE ON!	78/436,909
IN STEP WITH THE STANDARDS	78/558,027
MAP	76/627,927
WRITE IT!	78/436,892
LARSON LEARNING	76/615,923