

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
iLearning, Inc.		10/01/2004	CORPORATION: DELAWARE
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: 3			
Property Type	Number	Word Mark	
Registration Number:	2755786	RESOUND	
Registration Number:	2752554	RESOUND	
Registration Number:	2750001	RESOUND	
CORRESPONDENCE DATA			
Fax Number:	(203)539-7774		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	203-539-8795		
Email:	trademarks@thomson.com		
Correspondent Name:	The Thomson Corporation		
Address Line 1:	1 Station Place		
Address Line 2:	Paula Upson		
Address Line 4:	Stamford, CONNECTICUT 06902		
NAME OF SUBMITTER:	Paula K. Upson		
Signature:	/pku/		

CH \$90.00 2755786

Date:

11/08/2005

Total Attachments: 3

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Trademark Assignment

WHEREAS, iLearning, Inc., a Delaware corporation, with offices at 1000 Lancaster Street, Baltimore, Maryland, 21202 ("ASSIGNOR") **owns certain trademarks** and/or service marks, and **applications** and/or registrations for such marks, as listed in Exhibit A attached hereto and incorporated herein by this reference ("MARKS"); and

WHEREAS, Thomson Learning Inc., a Delaware corporation, with offices at Metro Center, One Station Place, Stamford, Connecticut ("ASSIGNEE"), desires to acquire all of the right, title and interest of ASSIGNOR in, to and under the MARKS, together with the goodwill of the business symbolized by the MARKS;

WHEREAS, ASSIGNEE is a successor to a portion of the business of the ASSIGNOR to which the MARKS pertain;

WHEREAS, ASSIGNOR and ASSIGNEE have entered into a certain Assignment Agreement dated October 1, 2004, assigning, among other things, all right, title and interest in and to the MARKS and in and to the registrations and/or applications for same from ASSIGNOR to ASSIGNEE;

WHEREAS, ASSIGNOR wishes to assign to ASSIGNEE all right, title and interest in and to three additional MARKS and in and to the registrations for same;

Now, **THEREFORE**, in consideration of good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the receipt and sufficiency of which hereby is acknowledged, ASSIGNOR does hereby sell, assign, transfer and convey unto ASSIGNEE its entire right, title and interest in and to the MARKS, and to the applications and/or registrations for the MARKS, together with the goodwill of the business symbolized by the MARKS and the portion of the business of the ASSIGNOR to which the MARKS **pertain, including the right to sue** and recover for any past infringement thereof. ASSIGNOR shall execute and deliver such documents and other papers, **and** take such further actions, as may be reasonably required to carry out the provisions of this Assignment and give effect to the transactions contemplated hereby.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be duly executed by an authorized officer on this 1st day of October, 2004.

iLEARNING, INC.

By: Frank R. Gatti

Name: Frank R. Gatti

Title: Director

STATE OF N.J

COUNTY OF Hudson

On October 1, 2007, before me, the undersigned notary public in and for said County and State, personally appeared Frank Gatti

personally known to me [or]

proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is
_____ subscribed to the within instrument and **acknowledged** to me that he executed the same in his authorized capacity(ies) and that, by his signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the persons) acted executed the instrument.

Witness my hand and official seal



My commission expires on
June 21, 2010

JO ANNE JULIOUS
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 21, 2010

Exhibit A

Marks

1. IT Insight (U.S.: 3-Feb-98; 75/428044)
2. IT Insider (U.S.)
3. Caliber (U.S.: 2,141,504)
4. Caliber Learning Network (U.S.: 2,168,245)
5. Caliber Performance Learning (U.S.: 26-July-96; 75/142,253)
6. Mountain Peak (Caliber) (U.S.: 2,175,512)
7. Caliber Learning Center (U.S.: 2,304,464)
8. Caliber Enterprise Technology Summit (U.S.)
9. Enterprise Technology Forum (U.S.)
10. Select Partner (U.S.)
11. Caliber Learning Campus (U.S.)
12. Caliber Learning Lab (U.S.)
13. Essentials of Management (U.S.)
14. BOSS (U.S.) - Relevant to in class
15. Broadcast Origination Support System (U.S.) - Relevant to in c class
16. Caliber Education (U.S.)
17. Internet Broadcast Studio (U.S.: 27-Jun-00; 76/078471)
18. Internet Broadcast Suite (U.S.: 27-Jun-00; 76/078465)
19. Caliber (New Logo w/swoosh) (U.S.: 2,471,122)
20. Resound (U.S.: 23-Mar-2004; 76/456,373)
21. Resound (U.S.: 30-Sept-2002; 76/456,320)
22. Resound (U.S.: 30-Sept-2002; 76/456,322)
23. Resound (U.S.: 30-Sept-2002; 76/456,323)