

**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>
Co-nect Inc.		11/16/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pearson Educational Publishers, LLC		
<b>Street Address:</b>	One Lake Street		
<b>City:</b>	Upper Saddle River		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07458		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	78666903	CO-NECT INSTRUCTIONAL QUALITY TOOLKIT	
Serial Number:	78666892	CO-NECT DATAFLOW	
Serial Number:	78664050	PD NAVIGATOR	
Serial Number:	75758203	CO-NECT	
Serial Number:	75759106	CO-NECT EXCHANGE	
Serial Number:	75749112	INSTANT ASSISTANT	
Serial Number:	75759112	PROJECTBUILDER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-739-5273		
<b>Email:</b>	trademarks@morganlewis.com		
<b>Correspondent Name:</b>	Joseph E. Washington		
<b>Address Line 1:</b>	1111 Pennsylvania Avenue, NW, Attn. TMSU		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004		

**CH \$190.00 78666903**

ATTORNEY DOCKET NUMBER:	05390-0292
NAME OF SUBMITTER:	Deirdre Clarke
Signature:	/Deirdre Clarke/
Date:	12/06/2005
Total Attachments: 4 source=assign - co-nect#page1.tif source=assign - co-nect#page2.tif source=assign - co-nect#page3.tif source=assign - co-nect#page4.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment is dated as of November 16, 2005 (this "Assignment") between Co-nect Inc., a Delaware corporation (the "Assignor"), and Pearson Educational Publishers, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, the Assignor owns all right, title and interest in and to various trademarks and the goodwill related thereto used or held for use in connection with the Business, including without limitation, any pending applications for registration or registrations therefor, whether in or outside of the United States, including without limitation the trademarks listed on Schedule A hereto (collectively, the "Marks");

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement dated as of October 21, 2005 (the "Asset Purchase Agreement") between the Assignee and the Assignor, the Assignor has agreed to, among other things, transfer, sell and assign to the Assignee all right, title and interest in and to the Marks, as more fully described therein; and

WHEREAS, capitalized terms used but not defined herein have the respective meanings ascribed to them in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. The Assignor hereby assigns to the Assignee all right, title, and interest in and to the Marks, together with the goodwill associated therewith, including, without limitation, all of Assignor's right to sue for and receive all damages from past infringements of the Marks, to be held and enjoyed by the Assignee and its successors and assigns.
2. Further Assurances. At the Assignee's request and without further consideration, the Assignor shall execute and deliver to the Assignee such other instruments of sale, transfer, conveyance, assignment, and confirmation, provide such materials and information, and take such other actions as the Assignee may reasonably deem necessary or desirable in order more effectively to transfer, convey, and assign to the Assignee, and to confirm the Assignee's title to all of the Marks, and, to the fullest extent permitted by law, to put the Assignee in actual possession and operating control of the Marks, and otherwise to cause the Assignor to fulfill its obligations under this Assignment.
3. Authorization. The Assignor authorizes the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of

trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

4. Successors and Assigns. This Assignment shall bind and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns.

5. Counterparts. This Assignment may be executed in one or more counterparts, or by the parties in separate counterparts, each of which when executed shall be deemed to be an original but both of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Assignment by facsimile shall be effective as delivery of a manually executed counterpart of this Assignment.

6. Governing Law. This Assignment shall be construed by and governed in accordance with the Laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the Laws of any jurisdiction other than the State of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first written above.

CO-NECT INC

By:   
Name: Andrew Skoler  
Title: Chief Executive Officer

ACCEPTED:

PEARSON EDUCATIONAL PUBLISHERS, LLC

By: \_\_\_\_\_  
Name:  
Title:

trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

4. Successors and Assigns. This Assignment shall bind and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns.

5. Counterparts. This Assignment may be executed in one or more counterparts, or by the parties in separate counterparts, each of which when executed shall be deemed to be an original but both of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Assignment by facsimile shall be effective as delivery of a manually executed counterpart of this Assignment.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first written above.

CO-NECT INC.

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED:

PEARSON EDUCATIONAL PUBLISHERS, LLC

By:           Allan Meese            
Name: Allan Meese  
Title: Vice President

Schedule A

Marks

<u>Mark</u>	<u>Jurisdiction</u>	<u>Serial Number/Registration Number</u>
Co-nect Instructional Quality Toolkit	USA	78666903
Co-nect Dataflow	USA	78666892
PD Navigator	USA	78664050
Co-nect	USA	75758203
Co-nect Exchange	USA	75759106
Instant Assistant	USA	75749112
Project Builder	USA	75759112

All unregistered trademarks used in the Business.