

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rebus Planning Associates, Inc.		02/01/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Pearson Education, Inc.
Street Address:	One Lake Street
City:	Upper Saddle River
State/Country:	NEW JERSEY
Postal Code:	07458
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2392754	REBUS
Registration Number:	2340486	EARLY SCREENING INVENTORY REVISED
Registration Number:	2314156	ESI R
Registration Number:	2390932	REBUS
Registration Number:	2296107	THE WORK SAMPLING SYSTEM.
Registration Number:	1798671	THE WORK SAMPLING SYSTEM
Registration Number:	1842351	WORK SAMPLING

CORRESPONDENCE DATA

Fax Number: (952)681-3102
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (952) 681-3102
 Email: Christine.Docherty@pearson.com
 Correspondent Name: Christine Docherty
 Address Line 1: 5601 Green Valley Drive
 Address Line 4: Bloomington, MINNESOTA 55437

OP \$190.00 2392754

ATTORNEY DOCKET NUMBER:	REBUS/K. COSTELLO/TM ASN
NAME OF SUBMITTER:	Christine Docherty
Signature:	/christinedocherty/
Date:	02/01/2006
Total Attachments: 2 source=Rebus to PE Trademark Assignment#page1.tif source=Rebus to PE Trademark Assignment#page2.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment is dated as of February 1, 2006, 2006 (this "Assignment") between Rebus Planning Associates, Inc., a Massachusetts corporation (the "Assignor"), and Pearson Education, Inc., a Delaware corporation (the "Assignee").

WHEREAS, the Assignor wishes to transfer, sell and assign to the Assignee all of the Assignor's right, title and interest in and to certain marks and the applications and registrations therefore as set forth on the attached Schedule A, together with the goodwill associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. The Assignor hereby assigns to the Assignee all right, title, and interest in and to the Marks.
2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Marks, will be held and enjoyed by the Assignee and its successors, assigns and other legal representatives.
3. Further Assurances. The Assignor agrees to execute and deliver at a future date any additional documents that the Assignee reasonably determines are required to perfect the Assignee's ownership of or title to the Marks.
4. Authorization. The Assignor authorizes and requests 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.

IN WITNESS WHEREOF, the Assignor has duly executed this Trademark Assignment as of the date first written above.

REBUS PLANNING ASSOCIATES, INC.

By: Harriet Goldberg

Name: Harriet Goldberg

Title: Vice President, Assistant Secretary

ACCEPTED:

PEARSON EDUCATION, INC.

By: Harriet Goldberg

Name: Harriet Goldberg

Title: Vice President and Deputy General Counsel

SCHEDULE A**Rebus Planning Associates, Inc.**

MARK	REG. NO.	REG. DATE
REBUS and Design	2392754	October 10, 2000
EARLY SCREENING INVENTORY REVISED	2340486	April 11, 2000
ESI R and Design	2314156	February 1, 2000
REBUS	2390932	October 3, 2000
THE WORK SAMPLING SYSTEM and Design	2296107	November 30, 1999
THE WORK SAMPLING SYSTEM	1798671	October 12, 1993
WORK SAMPLING	1842351	June 28, 1994