

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
Atomic Dog Publishing, Inc.		03/31/2006	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: 5			
Property Type	Number	Word Mark	
Registration Number:	2519950	HYBRED MEDIA	
Registration Number:	2519949	NEW BREED PUBLISHING	
Registration Number:	2518567	AN INSTRUCTOR'S BEST FRIEND	
Registration Number:	2948257	ATOMIC DOG PUBLISHING	
Registration Number:	2817702	MY BACKPACK	
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		

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Signature:

/pku/

Date:

04/17/2006

Total Attachments: 2

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TRADEMARK ASSIGNMENT

WHEREAS, ATOMIC DOG PUBLISHING, INC., a Delaware corporation ("Assignor"), having its office at 35 East Seventh Street, Suite 405, Cincinnati, OH 45202, has adopted, acquired, used and is using exclusively in its business the trademarks listed on the attached Schedule A which is made a part hereof (the "Marks"); and

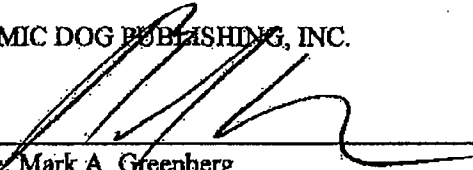
WHEREAS, THOMSON LEARNING INC., a corporation organized and existing under the laws of the State of Delaware, having an address at c/o Thomson Higher Education, 10 Davis Drive, Belmont, CA 94002 ("Assignee"), is desirous of acquiring all right, title and interest in and to the Marks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee, its successors and assigns all of its right, title and interest in and to the Marks, together with all the goodwill of the business symbolized by the Marks, and together with the right to sue and collect damages and/or profits for past infringements of the Marks, the intent hereof being to substitute Assignee in the place of Assignor.

Assignor authorizes the Commissioner of Patents and Trademarks of the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this Assignment. Assignor further agrees to execute such further documents or instruments as may be reasonably required to record Assignee as the owner of the Marks and registrations and applications herein assigned.

IN WITNESS WHEREOF, Assignor has caused this instrument to be duly executed as of this 31st day of March, 2006.

ATOMIC DOG PUBLISHING, INC.

By: 
Name: Mark A. Greenberg
Title: CEO

Schedule A

List of Trademarks

Mark	Serial Number	Registration Number
HYBRED MEDIA	76219645	2519950
NEW BREED PUBLISHING	76219644	2519949
AN INSTRUCTOR'S BEST FRIEND	75922169	2518567
ATOMIC DOG PUBLISHING	75917779	2948257
MY BACKPACK	75900666	2817702

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