

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
Houghton Mifflin Company		01/23/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	Promissor, Inc.		
Street Address:	3 Bala Plaza West, Suite 300		
City:	Bala Cynwyd		
State/Country:	PENNSYLVANIA		
Postal Code:	19004-3481		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	74520821	CAT	
Serial Number:	75311550	CATGLOBAL	
Serial Number:	75515243	WE TEST THE WORLD.	
Serial Number:	76429256	PROMISSOR	
Serial Number:	76429269	PROMISSOR	
Serial Number:	76429270	PROMISSOR	
Serial Number:	76429271	PROMISSOR	
Serial Number:	76441927		
Serial Number:	76442489		
Serial Number:	76441926	KNOWLEDGE BEYOND DOUBT	
Serial Number:	76442148	P	
Serial Number:	76442928		
Serial Number:	76441930	KNOWLEDGE BEYOND DOUBT	
Serial Number:	76441925	KNOWLEDGE BEYOND DOUBT	

OP \$390.00 74520821

900047095

TRADEMARK
REEL: 003293 FRAME: 0638

Serial Number:

76442149

KNOWLEDGE BEYOND DOUBT

CORRESPONDENCE DATA

Fax Number: (952)681-3066

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 9526813070

Email: dan.devoe@pearson.com

Correspondent Name: Daniel J. DeVoe of NCS Pearson, Inc.

Address Line 1: 5601 Green Valley Drive

Address Line 4: Bloomington, MINNESOTA 55437

ATTORNEY DOCKET NUMBER:

HMCO TO PROMISSOR

NAME OF SUBMITTER:

Steven A Wells

Signature:

/Steven A Wells/

Date:

04/20/2006

Total Attachments: 7

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ASSIGNMENT OF MARKS

THIS ASSIGNMENT OF MARKS is dated as of January 23, 2006 (the "Assignment"), and is made from Houghton Mifflin Company, a Massachusetts corporation (the "Assignor") on the one hand, to Promissor, Inc., a Delaware corporation (the "Assignee") on the other hand.

WHEREAS, Assignor has adopted and used and is using in commerce certain trademarks associated with its Business both within and outside the United States, including without limitation the marks set forth in the attached Schedule A and any marks that are the same or confusingly similar thereto, (collectively the "Marks"); and

WHEREAS, pursuant to the Stock Purchase Agreement dated as of January 23, 2006, (the "Purchase Agreement") Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee, *inter alia*, said Marks and the goodwill associated with the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignment of Rights. Assignor assigns to Assignee all rights, title, and interests in and to the Marks, including without limitation the goodwill of the business symbolized by the Marks, all registrations and applications for registration thereof, if any, all common law rights in the Marks, all rights of action accrued and to accrue under and by virtue thereof, including without limitation the right to sue and recover for past infringement of said Marks, and all records and files relating to said Marks.

2. Further Assurances. Assignor agrees to provide all assistance reasonably requested by Assignee to fulfill the purposes of this Assignment, including executing further consistent assurances, confirmation, assignments, transfers, and releases.

3. No Conflicting Uses. Assignor further covenants that it will cease and desist all uses of the Marks throughout the world, and that it will not oppose or otherwise impede any effort by Assignee to enforce or procure registration for any of the Marks before any administrative, government or other tribunal.

4. Definitions. Unless otherwise defined herein, capitalized terms used in this Assignment shall have the meanings given to them in the Purchase Agreement.

5. Governing Law. This Assignment will be governed by the laws of New York without regard to its conflicts of laws principles.

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IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment of Marks under seal as of the date first set forth above.

HOUGHTON MIFFLIN COMPANY

By: 

Name: *Stephen Richards*
Title: *CFO*

PROMISSOR, INC.

By: 

Name: *Stephen Richards*
Title: *PRESIDENT*

ASSIGNMENT OF TRADEMARKS SIGNATURE PAGE

Notarial Certificate

Promissor, Inc.

COMMONWEALTH OF MASSACHUSETTS

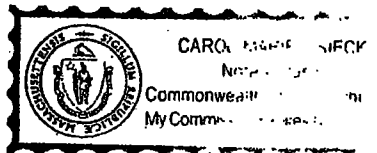
Suffolk, ss.

On this 20th day of January, 2006, before me, the undersigned notary public,
personally appeared Stephen C Richards
Name (s) of Signer(s)

proved to me through satisfactory evidence of identification, which was/were

Description of Evidence of Identity

to be the person(s) whose name(s) is/are signed on the preceding or attached document, and
acknowledged to me that he/she/they signed it voluntarily for its stated purpose.



as _____ for
Title of Office

_____, a corporation.

Carol Anne Wicks
Signature of Notary Public

Place Notary Seal and/or Stamp above

ASSIGNMENT OF TRADEMARKS NOTARY CERTIFICATE

Notarial Certificate

Houghton Mifflin Company

COMMONWEALTH OF MASSACHUSETTS

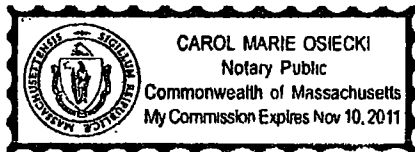
SUPPAC, ss.

On this 20th day of January, 2006, before me, the undersigned notary public,
personally appeared Stephen C. Richards
Name (s) of Signer(s)

proved to me through satisfactory evidence of identification, which was/were

Description of Evidence of Identity

to be the person(s) whose name(s) is/are signed on the preceding or attached document, and
acknowledged to me that he/she/they signed it voluntarily for its stated purpose.



as _____ for
Title of Office
_____, a corporation.

Carol Marie Osiecki
Signature of Notary Public

Place Notary Seal and/or Stamp above

ASSIGNMENT OF TRADEMARKS NOTARY CERTIFICATE

SCHEDULE A

Trademarks – U.S.

1. CAT & DESIGN – Application # 74/520,821; Registration # 1,937,941
2. CATGLOBAL – Application # 75/311,550; Registration # 2,333,565
3. WE TEST THE WORLD – Application # 75/515,243; Registration # 2,359,252
4. PROMISSOR – Application # 76/429,256; Registration # 2,848,612
5. PROMISSOR – Application # 76/429,269; Registration # 2,933,614
6. PROMISSOR – Application # 76/429,270; Registration # 2,860,946
7. PROMISSOR – Application # 76/429,271; Registration # 2,848,613
8. Miscellaneous design (stylized P) – Application # 76/441,927; Registration # 2,884,853
9. Miscellaneous design (stylized P) – Application # 76/442,489; Registration #: 2,889,783
10. KNOWLEDGE BEYOND DOUBT – Application # 76/441,926; Registration # 2,882,491
11. PROMISSOR – Application # 76/429,269; Registration # 2,933,614
12. Miscellaneous design (P and Design) – Application # 76/442,148; Registration # 3,024,069

Pending Trademarks – U.S.

1. Miscellaneous design (P and Design) – Application # 76/441,928
2. KNOWLEDGE BEYOND DOUBT – Application # 76/441,930
3. KNOWLEDGE BEYOND DOUBT – Application # 76/441,925
4. KNOWLEDGE BEYOND DOUBT – Application # 76/442,149

Trademarks – Foreign

1. Australia: PROMISSOR – Registration # 92022
2. EU: CATGLOBAL – Application # 706,671; Registration # 706,671

3. EU: PROMISSOR – Application # 002782720; Registration # 2782720
4. Switzerland: PROMISSOR – Registration # 509,889
5. Canada: CATGLOBAL – Registration # 542,173
6. Russian Federation: PROMISSOR – Registration # 248032
7. Mexico: PROMISSOR – Registration # 758690
8. Mexico: PROMISSOR – Registration # 758691
9. Mexico: PROMISSOR – Registration # 822116
10. Singapore: PROMISSOR – Registration # T02/10915B
11. Singapore: PROMISSOR – Registration # T02/10916J
12. Singapore: PROMISSOR – Registration # T02/10917I
13. Australia: PROMISSOR – Registration # 920225

Pending Trademarks – Foreign Service Marks

1. Canada: PROMISSOR – Application # 1147175
2. Egypt: PROMISSOR – Application # 153198
3. Egypt: PROMISSOR – Application # 153199
4. Egypt: PROMISSOR – Application # 153200
5. Egypt: PROMISSOR – Application # 153201
6. Mexico: PROMISSOR – Application # 577,365
7. Norway: PROMISSOR – Application # 200,206,781
8. Singapore: PROMISSOR – Application # T02/10918G
9. South Africa: PROMISSOR – Application # 2002 10418
10. South Africa: PROMISSOR – Application # 2002 10419

11. South Africa: PROMISSOR – Application # 2002 10420

12. South Africa: PROMISSOR – Application # 2002 10421