

**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>
Addison-Wesley Educational Publishers, Inc.		05/26/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pearson Education, Inc.		
<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>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1976538	CELEBRATION PRESS	
Registration Number:	1864670	PINATA	
Registration Number:	1911392	LET ME READ	
Registration Number:	2257423	PEQUENITOS CELEBRACIONES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(952)681-3102		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(952) 681-3102		
<b>Email:</b>	Christine.Docherty@pearson.com		
<b>Correspondent Name:</b>	Christine Docherty		
<b>Address Line 1:</b>	5601 Green Valley Drive		
<b>Address Line 4:</b>	Bloomington, MINNESOTA 55437		
<b>ATTORNEY DOCKET NUMBER:</b>	AWEP TO PE ASSIGNMENT		
<b>NAME OF SUBMITTER:</b>	Christine Docherty		

OP \$115.00 1976538

Signature:

/christine docherty/

Date:

05/26/2006

Total Attachments: 2

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**TRADEMARK ASSIGNMENT**

This Trademark Assignment is dated as of May 26, 2006 (this "Assignment") between Addison-Wesley Educational Publishers, Inc., a Delaware 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.

ADDISON-WESLEY EDUCATIONAL  
PUBLISHERS, INC.

By: 

Name: Harriet Goldberg

Title: Vice President, Assistant Clerk and  
Assistant Secretary

ACCEPTED:  
PEARSON EDUCATION, INC.

By: 

Name: Harriet Goldberg

Title: Vice President and Deputy General Counsel

TRADEMARK

REEL: 003317 FRAME: 0547

**SCHEDULE A****Addison-Wesley Educational Publishers, Inc.**

<b>MARK</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
CELEBRATION PRESS	1,976,538	28-May 1996
PINATA (Stylized)	1,864,670	29-November-1994
LET ME READ	1,911,392	15-August-1995
PEQUENTOS CELEBRACIONES	2,257,423	29-June-1999