

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
Learning Network Direct Inc.		05/24/2002	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Penguin Putnam Inc.		
Street Address:	375 Hudson Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10014-3657		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2379661	HOW TO SAY IT	
CORRESPONDENCE DATA			
Fax Number:	(212)370-1819		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-661-1400		
Email:	rkadden@vonmaltitz.com		
Correspondent Name:	Ronald S. Kadden		
Address Line 1:	60 East 42nd Street		
Address Line 2:	Suite 4410		
Address Line 4:	New York, NEW YORK 10165		
ATTORNEY DOCKET NUMBER:	3301		
NAME OF SUBMITTER:	Ronald S. Kadden		
Signature:	/Ronald S. Kadden/		
Date:	07/24/2006		

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Total Attachments: 3

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of May 24, 2002 (this "Assignment") between LEARNING NETWORK DIRECT INC., a Delaware corporation (the "Assignor"), and PENGUIN PUTNAM INC., a Delaware corporation (the "Assignee"). Capitalized terms used but not defined herein have the respective meanings set forth in the Transfer Agreement (as defined below).

WHEREAS, pursuant to the terms of that certain Transfer Agreement, dated as of May 24, 2002 (the "Transfer Agreement"), the Assignor has agreed to, among other things, transfer, sell and assign to the Assignee all of the Assignor's right, title and interest in and to certain marks, which marks are listed on the attached Schedule A, (collectively, the "Marks").

NOW, THEREFORE, in consideration of the Transfer Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby 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.
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.

Signature page follows

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

LEARNING NETWORK DIRECT INC.

By: 

Name: Howard Brover

Title: Senior Vice President

Schedule A

Marks

Mark	Country	App. No./Reg. No. Filing Date/Reg. Date
HOW TO SAY IT	United States	2,379,661 August 22, 2000
VEST POCKET	N/A	N/A
ALL YOU REALLY NEED TO KNOW ABOUT	N/A	N/A