

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
Addison-Wesley Educational Publishers, Inc.		02/20/2007	CORPORATION: DELAWARE
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: 1			
Property Type	Number	Word Mark	
Registration Number:	1997483	SCOTT, FORESMAN	
CORRESPONDENCE DATA			
Fax Number:	(952)681-3066		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		
ATTORNEY DOCKET NUMBER:	SF/R. RAVAS/1997483		
NAME OF SUBMITTER:	Christine Docherty		
Signature:	/christinedocherty/		
Date:	02/20/2007		

OP \$40.00 1997483

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Trademark Assignment is dated as of February 20, 2007 (this "Assignment") between Addison-Wesley Educational Publishers, Inc., a Delaware corporation (the "Assignor"), and Pearson Education, Inc., a Delaware corporation (the "Assignee").

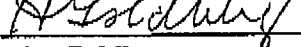
WHEREAS, the Assignor wishes to transfer, sell and assign to the Assignee all of the Assignor's right, title and interest in and to the following mark, and the registration therefore as set forth on the attached Schedule A, together with the goodwill associated therewith (collectively, the "Mark").

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 Mark.
2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Mark, 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 Mark.
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 Mark.

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

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

MARK	REG. NO.	REG. DATE
SCOTT, FORESMAN	1,997,483	27-August-1996