

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
Education Direct, Inc.		03/01/2007	CORPORATION: PENNSYLVANIA
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: 1			
Property Type	Number	Word Mark	
Registration Number:	1082049	ICS	
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		
Signature:	/pku/		
Date:	03/02/2007		

CH \$40.00 1082049

Total Attachments: 2

900070677

**TRADEMARK
 REEL: 003491 FRAME: 0674**

source=ED to TLI for ICS in US#page1.tif
source=ED to TLI for ICS in US#page2.tif

TRADEMARK ASSIGNMENT

THIS AGREEMENT is effective as of *March 1, 2007*

WHEREAS, EDUCATION DIRECT, INC., a corporation organized and existing under the laws of the State of Pennsylvania, having an office at 925 Oak Street, Scranton, Pennsylvania 18615 US (hereinafter referred to as "Assignor"), has adopted, acquired, used and is using exclusively in its business the trademark listed on Schedule A attached hereto (hereinafter referred to as "trademark"); and

WHEREAS, THOMSON LEARNING INC., a corporation organized and existing under the laws of the State of Delaware, having an office at 200 First Stamford Place, Stamford, Connecticut 06902 US (hereinafter referred to as "Assignee") is desirous of acquiring all right, title and interest in and to said trademark;

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 trademark listed on Schedule A, including the entire business or portion thereof to which the mark pertain, together with all the goodwill of the business symbolized by said mark, and together with the right to sue and collect damages and/or profits for past infringements of said mark, the intent hereof being substitute Assignee in the place of Assignor.

Stamford, Connecticut on *March 1, 2007*

EDUCATION DIRECT, INC.

By: *Dawn L. Ehlers*

Name: *Dawn L. Ehlers*
Title: *Vice President*

SCHEDULE A

Mark

Reg. No.

ICS

1,082,049