

05-09-2007



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To the Director of the U. S. Patent

and documents of the new address(es) below.

5-8-07

1. Name of conveying party(ies):
PEOPLES EDUCATION, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: Sovereign Bank
Internal Address: _____
Street Address: 1500 Market Street
City: Philadelphia
State: Pennsylvania
Country: USA Zip: 19102

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship United States
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :
Execution Date(s) February 15, 2007

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) 78/258,240
00000004 78258240

B. Trademark Registration No.(s) 2,945,292

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: McGill & LaNoce
Internal Address: _____
Street Address: 6064 Ridge Avenue
City: Philadelphia
State: PA Zip: 19128
Phone Number: (215) 483-1020
Fax Number: (215) 487-2692
Email Address: _____

6. Total number of applications and registrations involved: 36

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 915.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Francis E. McGill, III 3/9/07 Date

Signature Date

Francis E. McGill, III Total number of pages including cover sheet, attachments, and document: 4

Name of Person Signing

05/09/2007 DBYRNE
01 FC:8521
02 FC:8522

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Additional Registration Numbers

2,936,049

2,930,581

2,930,579

2,917,253

2,889,094

2,691,167

2,861,934

2,763,457

Additional Application Numbers

78/258,240

78/613,262

78/595,973

76/613,259

78/595,967

76/613,257

78/595,959

78/607,824

78/595,951

78/832,231

78/595,948

78/672,465

78/258,213

78/671,602

78/324,125

78/672,762

76/613,260

78/645,942

76/613,261

78/672,580

78/645,958

78/931,650

78/914,588

78/914,610

78/914,565

78/789,130

TRADEMARK ASSIGNMENT

WHEREAS, PEOPLES EDUCATION, INC. , a Delaware corporation (the "Grantor"), is the owner of the entire right, title and interest in and to the United States trademarks, trade names and registrations listed on Schedule A attached hereto and made a part hereof (collectively, the "Trademarks"), which are registered in the United States Patent and Trademark Office or which are subject of pending applications in the United States Patent and Trademark Office; and

WHEREAS, SOVEREIGN BANK, having a place of business at 1500 Market Street, Philadelphia, Pennsylvania, identified as the "Bank" under that certain Security Agreement (the "Security Agreement") of even date herewith (the "Grantee"), is desirous of taking an assignment of the Trademarks; and

WHEREAS, the Grantee has a security interest in the assets of the Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Grantor, for itself and its successors and assigns does hereby collaterally transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks, the goodwill of the business associated with such Trademarks and all proceeds thereof and all rights and proceeds associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed by its duly authorized officer on this 15 day of February, 2007.

WITNESS / ATTEST:



Print Name: Michael DeMarco

Title: CEO
(Include title only if an officer of entity signing to the right)

PEOPLES EDUCATION, INC.

By: 

Print Name: Brian T. Beckwith

Title: President & CEO

STATE OF NEW JERSEY

 Bergen
COUNTY OF ~~ESSEX~~

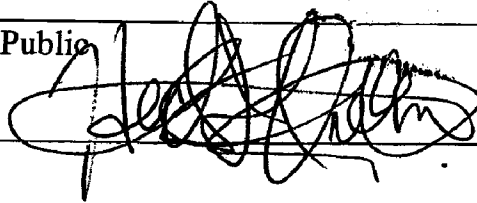
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ss:

On this, the 15 day of February, 2007, before me, a Notary Public, the undersigned officer, personally appeared BRIAN Beckwith, who acknowledged himself/herself to be the President + CEO of Peoples Education, Inc., a Delaware corporation, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public



My commission expires:

HECTOR I. ORELLANO
I.D. #2353813
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 12/21/2011