

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
Dale Seymour Publications, Inc.		05/17/2007	CORPORATION: CALIFORNIA
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: 6			
Property Type	Number	Word Mark	
Registration Number:	2078957	CONNECTED MATHEMATICS	
Registration Number:	2078958	CONNECTED MATHEMATICS	
Registration Number:	2078960	CONNECTED MATHEMATICS	
Registration Number:	2075454	SHAPESET	
Registration Number:	1835324	DALE SEYMOUR PUBLICATIONS	
Registration Number:	1835433	DALE SEYMOUR PUBLICATIONS	
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:	DALE SEYMOUR TO PE ASN		

OP \$165.00 2078957

NAME OF SUBMITTER:	Christine Docherty
Signature:	/christinedocherty/
Date:	06/22/2007
Total Attachments: 2 source=Dale Seymour to PE Trademark Assignment#page1.tif source=Dale Seymour to PE Trademark Assignment#page2.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment is dated as of May 17, 2007 (this "Assignment") between Dale Seymour Publications, Inc., a California 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.

DALE SEYMOUR PUBLICATIONS, INC.

By: 

Name: Robert L. Dancy

Title: Senior Vice President and Secretary

ACCEPTED:

PEARSON EDUCATION, INC.

By: 

Name: Harriet Goldberg

Title: Senior Vice President and Assistant Secretary

SCHEDULE A

Dale Seymour Publications, Inc.

MARK	REG. NO.	REG. DATE
CONNECTED MATHEMATICS	2078957	July 15, 1997
CONNECTED MATHEMATICS	2078958	July 15, 1997
CONNECTED MATHEMATICS Plus Design	2078960	July 15, 1997
SHAPESET	2075454	July 1, 1997
DALE SEYMOUR PUBLICATIONS	1835324	May 10, 1994
DALE SEYMOUR PUBLICATIONS	1835433	May 10, 1994