

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Peggy G. Umansky		06/14/2007	Individual: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The McGraw-Hill Companies, Inc.		
<b>Street Address:</b>	1221 Avenue of the Americas		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10020		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2379476	HOMEWORK MANAGER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)527-7701		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212.527.7700		
<b>Email:</b>	tmdocket@darbylaw.com		
<b>Correspondent Name:</b>	Laura J. Winston/Darby & Darby P.C.		
<b>Address Line 1:</b>	P.O. Box 770		
<b>Address Line 2:</b>	Church Street Station		
<b>Address Line 4:</b>	New York, NEW YORK 10008-0770		
<b>ATTORNEY DOCKET NUMBER:</b>	05700/3203075-US0		
<b>NAME OF SUBMITTER:</b>	Laura J. Winston		
<b>Signature:</b>	/Laura J. Winston/		
<b>Date:</b>	08/01/2007		

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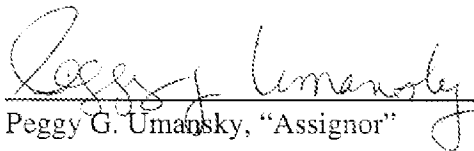


## TRADEMARK ASSIGNMENT

WHEREAS, Peggy G. Umansky ("Assignor"), a citizen of the United States of America, located and doing business at 14919 Conway Rd., Chesterfield, Missouri 63017, is the owner of the trademark, HOMEWORK MANAGER, and U.S. Registration No. 2,379,476 for the trademark HOMEWORK MANAGER, which was issued by the United States Patent and Trademark Office on August 22, 2000, and which registration is in full force and effect.

WHEREAS, The McGraw-Hill Companies, Inc. ("Assignee"), a New York corporation, located and doing business at 1221 Avenue of the Americas, New York, New York 10020, is desirous of acquiring said trademark and trademark registration.

NOW, THEREFORE, in consideration of the Settlement and Trademark License Agreement between Assignor and Assignee, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, said Assignor does hereby assign unto said Assignee, its successors and assigns, all rights, title and interest in and to the said trademark and trademark registration, together with the goodwill of the business symbolized by the said trademark, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages for any past, present or future infringement or misappropriation of said trademark and the registration thereof.

  
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Peggy G. Umansky, "Assignor"

Dated: 6/14/07