

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
Silver Burdett Ginn Inc.		08/16/2007	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: 4			
Property Type	Number	Word Mark	
Serial Number:	78332421	BLEST ARE WE	
Serial Number:	78332415	BLEST ARE WE	
Serial Number:	74231696	CONNECT	
Serial Number:	75032763	GETTING READY FOR SUNDAY	
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:	SBG TO PE ASSIGNMENT		
NAME OF SUBMITTER:	Christine Docherty		

OP \$115.00 78332421

900084802

TRADEMARK
REEL: 003604 FRAME: 0191

Signature:	/christinedocherty/
Date:	08/17/2007
Total Attachments: 2 source=SBG to PE Trademark Assignment#page1.tif source=SBG to PE Trademark Assignment#page2.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment is dated as of August 16, 2007 (this "Assignment") between Silver Burdett Ginn 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 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.

SILVER BURDETT GINN INC.

By: 

Name: Thomas Wharton

Title: President

ACCEPTED:

PEARSON EDUCATION, INC.

By: 

Name: Thomas Wharton

Title: Vice President, Treasurer and Assistant Secretary

SCHEDULE A**SILVER BURDETT GINN INC.**

TRADEMARK	SERIAL NO.	FILING DATE
BLEST ARE WE	78/332,421	November 24, 2003
BLEST ARE WE	78/332,415	November 24, 2003
CONNECT Plus Design	74/231696	December 19, 1991
GETTING READY FOR SUNDAY	75/032,763	December 14, 1995

Common Law Trademarks
BENDECIDOS
FULLY ALIVE
GIFTS FOR A LIFETIME
HERITAGE
SEASONAL CELEBRATIONS
THE GOSPEL ALIVE
THIS IS OUR FAITH
WE CELEBRATE