

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
Captivation, Inc.		06/18/2007	CORPORATION: MAINE
Paul Reinbold		06/18/2007	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	The Aristotle Corporation		
Street Address:	96 Cummings Point Road		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2253718	TEACHING TANK	
Registration Number:	2522981		
CORRESPONDENCE DATA			
Fax Number:	(414)225-9753		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4142259755		
Email:	asm@boylefred.com		
Correspondent Name:	Andrew S. McConnell		
Address Line 1:	840 North Plankinton Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53203		
ATTORNEY DOCKET NUMBER:	364.119		
NAME OF SUBMITTER:	Andrew S. McConnell		
Signature:	/Andrew S. McConnell/		

CH \$65.00 2253718

Date:

10/30/2007

Total Attachments: 5

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**Assignment of Servicemarks
And Trademarks**

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of this 18th day of June, 2007, by Captivation, Inc., a Maine corporation ("Captivation") and Paul Reinbold ("Reinbold;" Reinbold and Captivation are hereinafter collectively, the "Assignors"), to The Aristotle Corporation, a Delaware corporation ("Assignee").

RECITAL

Assignee, Captivation, Reinbold and Catherine Reinbold and Assignor are parties to an Asset Purchase Agreement, dated as of June 18, 2007 (the "Agreement"), pursuant to which each of the Assignors has agreed to sell to Assignee, and Assignee has agreed to buy from the Assignors, the Purchased Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of each of the Assignors with respect to the Business. Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Agreement. Pursuant to the Agreement, each of the Assignors has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee, all of such assets.

In accordance therewith, each of the Assignors desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

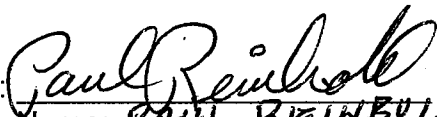
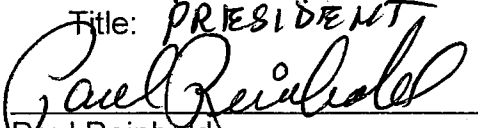
NOW, THEREFORE, each Assignor, for and in exchange for the payment of the Purchase Price, the receipt and sufficiency of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of each Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other

jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by each of said Assignors had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, each of the Assignors has caused this Assignment of Servicemarks and Trademarks to be executed as of the date first above written.

CAPTIVATION, INC.

By: 
Name: PAUL REINBOLD
Title: PRESIDENT

Paul Reinbold

Accepted:

The Aristotle Corporation

By _____
Name: _____
Title: _____

jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by each of said Assignors had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, each of the Assignors has caused this Assignment of Servicemarks and Trademarks to be executed as of the date first above written.

CAPTIVATION, INC.

By: _____
Name: _____
Title: _____

Paul Reinbold

Accepted:

The Aristotle Corporation

By: H. William Smith
Name: H. William Smith
Title: V.P., General Counsel +
Secretary

State of NH)
County of Hillsborough) ss.:

On this 18th day of June, 2007, before me, Paul Reinbold
personally appeared _____ or _____
personally known to me (or proved to me on the basis of satisfactory evidence) to
be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized capacity and
that by his signature on the instrument the person, or the entity upon behalf of
which the person acted, executed the instrument.

Witness my hand and official seal.

Constance A. Ryan
Notary Public
My Comm. Exp. 3/8/12

State of)
County of) ss.:

On this _____ day of _____, 2007, before me, _____,
personally appeared _____ or _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to
be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized capacity and
that by his signature on the instrument the person, or the entity upon behalf of
which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public

SCHEDULE A

Registered Servicemarks and Trademarks

<u>Servicemark or Trademark</u>	<u>U.S. or Canadian Registration Number</u>	<u>Registration Date</u>
The Teaching Tank	2,253,718	06/15/1999
The Teaching Tank (Design)	2,522,981	12/25/2001

Unregistered Servicemarks and Trademarks

Pending Servicemark or Trademark Applications

Servicemark or Trademark	Application Number	Application Date
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Trade Names

Trade Name / Ohio	Document Number	Expiration Date
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