

**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 |

**CONVEYING PARTY DATA**

| Name                                   | Formerly | Execution Date | Entity Type      |
|--|----------|----------------|------------------|
| Riverdeep Interactive Learning Limited |          | 12/12/2007     | COMPANY: IRELAND |

**RECEIVING PARTY DATA**

|                        |  |
|------------------------|--|
| <b>Name:</b>           | Riverdeep Interactive Learning IP Limited (in the process of changing its name to HMH Education Company Limited) |
| <b>Street Address:</b> | 70 Sir John Rogerson's Quay  |
| <b>City:</b>           | Dublin   |
| <b>State/Country:</b>  | IRELAND  |
| <b>Postal Code:</b>    | 2  |
| <b>Entity Type:</b>    | COMPANY: IRELAND   |

**PROPERTY NUMBERS Total: 134**

| Property Type        | Number  | Word Mark                                |
|----------------------|---------|--|
| Registration Number: | 2078845 | ACTIVE MIND SERIES                       |
| Registration Number: | 2871322 | ADVENTURE WORKSHOP                       |
| Registration Number: | 2304825 | AN OCEAN ADVENTURE                       |
| Registration Number: | 2136232 | ASTRO ALGEBRA                            |
| Registration Number: | 2899234 | ATOMIC CLOCK                             |
| Registration Number: | 1834422 | BAILEY'S BOOK HOUSE                      |
| Registration Number: | 1904381 | BAILEY'S BOOK HOUSE                      |
| Registration Number: | 1729084 | BODYWORKS                                |
| Registration Number: | 2363016 | BRAIN BYTES                              |
| Registration Number: | 2618094 | BRODERBUND                               |
| Registration Number: | 2127794 | CALCULATING CREW                         |
| Registration Number: | 2007255 | CARMEN SANDIEGO JUNIOR DETECTIVE EDITION |
| Registration Number: | 2304536 | CARMEN SANDIEGO WORD DETECTIVE           |

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|----------------------|---------|----------------------------------|
| Registration Number: | 2145268 | CARNIVAL COUNTDOWN               |
| Registration Number: | 1316792 | CLICKART                         |
| Registration Number: | 2176867 |                                  |
| Registration Number: | 1771187 | COMPTON'S                        |
| Registration Number: | 2578138 | DESTINATION MATH                 |
| Registration Number: | 2554481 | DESTINATION MATH                 |
| Registration Number: | 2836863 | DESTINATION READING              |
| Registration Number: | 3002413 | DESTINATION SUCCESS              |
| Registration Number: | 2487878 | DIJIT                            |
| Registration Number: | 2487877 |                                  |
| Registration Number: | 2402359 |                                  |
| Registration Number: | 2435510 |                                  |
| Registration Number: | 2140133 | DOWNLOAD ZONE                    |
| Registration Number: | 2262249 | E                                |
| Registration Number: | 2531743 |                                  |
| Registration Number: | 2747811 | EDCONNECT                        |
| Registration Number: | 2515111 | EDMARK                           |
| Registration Number: | 1016865 | EDMARK                           |
| Registration Number: | 1015485 | EDMARK                           |
| Registration Number: | 2252796 | E EDMARK IGNITE THE CURIOUS MIND |
| Registration Number: | 2525466 | EDVANTAGE                        |
| Registration Number: | 2039432 | FAMILY LAWYER                    |
| Registration Number: | 1926732 | FOOLPROOF                        |
| Registration Number: | 2571790 | FRIPPLETOWN                      |
| Registration Number: | 2466413 | GALACTIC BRAIN BENDERS           |
| Registration Number: | 2286115 | GRADE BUILDER                    |
| Registration Number: | 1810528 | KID PIX                          |
| Registration Number: | 2358182 | KNOWLEDGE MUNCHERS               |
| Registration Number: | 2888786 | LEARNING COMPANY BOOKS           |
| Registration Number: | 2694218 | LEARNING NEEDS                   |
| Registration Number: | 2349234 | LET'S GO READ!                   |
| Registration Number: | 1796822 | LIVING BOOKS                     |
| Registration Number: | 3267712 | LIVING BOOKS                     |
| Registration Number: | 1882881 | LOGAL                            |
| Registration Number: | 2551916 | LOGAL SIMLIBRARY                 |

|                      |         |  |
|----------------------|---------|--|
| Registration Number: | 2041387 | LOGICAL JOURNEY OF THE ZOOMBINIS       |
| Registration Number: | 2245681 | MATH MUNCHERS                          |
| Registration Number: | 2070388 | MAVIS BEACON                           |
| Registration Number: | 1503670 | MAVIS BEACON TEACHES TYPING!           |
| Registration Number: | 2870225 | MAVIS BEACON TEACHES TYPING!           |
| Registration Number: | 2327197 | MEGA MUNCHERS                          |
| Registration Number: | 2096700 | MIGHTY MATH                            |
| Registration Number: | 2960499 | MIGHTY MATH                            |
| Registration Number: | 2187757 | MILLIE & BAILEY                        |
| Registration Number: | 1784693 | MILLIE'S MATH HOUSE                    |
| Registration Number: | 2819012 | MIND POWER                             |
| Registration Number: | 2470384 | MINDTWISTER MATH                       |
| Registration Number: | 2463867 | NOW, THE BEST SCHOOL CAN BE EVERYWHERE |
| Registration Number: | 2099000 | NUMBER HEROES                          |
| Registration Number: | 1928742 | ORANGA BANGA                           |
| Registration Number: | 1616866 | OUTNUMBERED!                           |
| Registration Number: | 2276281 | PRACTICE MAKES PERFECT                 |
| Registration Number: | 2111762 | PRINTMASTER                            |
| Registration Number: | 1579841 | QUICKVERSE                             |
| Registration Number: | 2998655 | READER RABBIT                          |
| Registration Number: | 1430966 | READER RABBIT                          |
| Registration Number: | 2194347 | READER RABBIT'S KINDERGARTEN           |
| Registration Number: | 2191555 | READER RABBIT'S PRESCHOOL              |
| Registration Number: | 2191554 | READER RABBIT'S TODDLER                |
| Registration Number: | 2605772 | RIVERDEEP                              |
| Registration Number: | 2400552 | RIVERDEEP                              |
| Registration Number: | 2469585 | RIVERDEEP INTERACTIVE LEARNING         |
| Registration Number: | 2465682 | RIVERDEEP INTERACTIVE LEARNING         |
| Registration Number: | 3003689 | RIVERDEEP LEARNING VILLAGE             |
| Registration Number: | 3130458 | RIVERDEEP LEARNING VILLAGE             |
| Registration Number: | 2896181 | RIVERDEEP LEARNING VILLAGE             |
| Registration Number: | 3261889 | RIVERDEEP LEARNING VILLAGE             |
| Registration Number: | 2508894 |  |
| Registration Number: | 2452885 |  |
| Registration Number: | 2618591 | SAFEFILTER                             |

**TRADEMARK**

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| Registration Number: | 1929707 | SAMMY'S SCIENCE HOUSE                          |
| Registration Number: | 1732691 | SKILLS BANK                                    |
| Registration Number: | 2238506 | SKY ISLAND MYSTERIES                           |
| Registration Number: | 1939206 | SMARTSTUFF                                     |
| Registration Number: | 2366829 | SPIRITUAL EXPRESSIONS                          |
| Registration Number: | 2078912 | STANLEY'S STICKER STORIES                      |
| Registration Number: | 2919346 | STARFLYERS                                     |
| Registration Number: | 2794386 | STARFLYERS                                     |
| Registration Number: | 1769401 | STORYBOOK WEAVER                               |
| Registration Number: | 2123628 | STRATEGY CHALLENGES                            |
| Registration Number: | 1969945 | THE AMAZING WRITING MACHINE                    |
| Registration Number: | 1850384 | THE AMAZON TRAIL                               |
| Registration Number: | 2286308 | THE CLUEFINDERS                                |
| Registration Number: | 2273150 | THE COMPLETE REFERENCE COLLECTION              |
| Registration Number: | 2676400 | THE EDITOR'S DESK                              |
| Registration Number: | 1347323 | THE LEARNING COMPANY                           |
| Registration Number: | 2322090 | TLC THE LEARNING COMPANY FOR GREATER KNOWLEDGE |
| Registration Number: | 1771617 | THE OREGON TRAIL                               |
| Registration Number: | 1395538 | THE PRINT SHOP                                 |
| Registration Number: | 2414416 | THE PRINT SHOP ESSENTIALS                      |
| Registration Number: | 2769398 | THE WRITING TREK                               |
| Registration Number: | 2651018 | THEMEWEAVERS                                   |
| Registration Number: | 2622525 | THINK IT.PRINT IT.                             |
| Registration Number: | 1934358 | THINKIN' THINGS                                |
| Registration Number: | 1932617 | THINKIN' THINGS                                |
| Registration Number: | 2200440 | TLC  |
| Registration Number: | 2364846 | TLC THE LEARNING COMPANY                       |
| Registration Number: | 2470715 | TOUCHFREE                                      |
| Registration Number: | 1479442 | TOUCHWINDOW                                    |
| Registration Number: | 2280183 | TRAVEL THE WORLD                               |
| Registration Number: | 1818409 | TREASURE COVE!                                 |
| Registration Number: | 1832011 | TREASURE MATHSTORM!                            |
| Registration Number: | 1854540 | TREASURE MOUNTAIN!                             |
| Registration Number: | 2245677 | TRIVIA MUNCHERS                                |

|                      |          |   |
|----------------------|----------|---|
| Registration Number: | 2302982  | TRUE NETWORK VERSIONS                   |
| Registration Number: | 2077963  | ULTIMATE WRITING & CREATIVITY CENTER    |
| Registration Number: | 2388081  | VIRTUAL MAKEOVER                        |
| Registration Number: | 2506080  | VIRTUALTALK                             |
| Registration Number: | 1665430  | VIRUCIDE                                |
| Registration Number: | 1483655  | WHERE IN THE U.S.A. IS CARMEN SANDIEGO? |
| Registration Number: | 2223676  | WHERE IN THE WORLD IS CARMEN SANDIEGO?  |
| Registration Number: | 1383516  | WHERE IN THE WORLD IS CARMEN SANDIEGO?  |
| Registration Number: | 1606525  | WHERE IN TIME IS CARMEN SANDIEGO?       |
| Registration Number: | 2244406  | WORD MUNCHERS                           |
| Registration Number: | 2025822  | WORDS AROUND ME                         |
| Registration Number: | 2671124  | WRITE FOR YOUR LIFE                     |
| Registration Number: | 3047173  | ZAP!                                    |
| Registration Number: | 2145266  | ZOO ZILLIONS                            |
| Registration Number: | 2827166  | ZOOMBINIS                               |
| Registration Number: | 2827165  | ZOOMBINIS                               |
| Serial Number:       | 76570985 | DESTINATION TEACH                       |

**CORRESPONDENCE DATA**

Fax Number: (866)672-0455  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 617-345-1341  
Email: mmassicotte@nixonpeabody.com  
Correspondent Name: Michelle A. Massicotte, Esq.  
Address Line 1: 100 Summer Street  
Address Line 2: Nixon Peabody LLP  
Address Line 4: Boston, MASSACHUSETTS 02110-2131

|                         |          |
|-------------------------|----------|
| ATTORNEY DOCKET NUMBER: | 057946-3 |
|-------------------------|----------|

**DOMESTIC REPRESENTATIVE**

Name: Michelle A. Massicotte, Esq.  
Address Line 1: 100 Summer Street  
Address Line 2: Nixon Peabody LLP  
Address Line 4: Boston, MASSACHUSETTS 02110-2131

|                    |                        |
|--------------------|------------------------|
| NAME OF SUBMITTER: | Michelle A. Massicotte |
|--------------------|------------------------|

|            |                          |
|------------|--------------------------|
| Signature: | /Michelle A. Massicotte/ |
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|       |            |
|-------|------------|
| Date: | 09/14/2008 |
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**TRADEMARK**

**REEL: 003852 FRAME: 0840**

Total Attachments: 4  
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**THIS AGREEMENT** is made on December 2007

**BETWEEN:**

- (1) **RIVERDEEP INTERACTIVE LEARNING LIMITED** a company incorporated in Ireland (registered number: 241078) and having its registered office at Third Floor, Styne House, Upper Hatch Street, Dublin 2 (the "**Seller**");

**AND**

- (2) **RIVERDEEP INTERACTIVE LEARNING IP LIMITED** (In the process of changing its name to HMH Education Company Limited), a company incorporated in Ireland (registered number: 441203) and having its registered office at 70 Sir John Rogerson's Quay, Dublin 2 (the "**Purchaser**").

**WHEREAS:**

- A. The Seller and Purchaser are associated companies.
- B. The Seller is engaged in the business of manufacturing, distributing directly or indirectly, marketing, promoting, reselling the Products manufacturing, distributing directly or indirectly, marketing, promoting, reselling the Products or any other licensed products as may be sold through retail distribution partners, through resellers, through direct sales and web-based distribution models, all in relation to training, educating and instruction in all aspects of computer learning and games software and all related activities, including but not limited to the sale of products for use by consumers, small businesses, teachers and students, sales to public, parochial, charter or private schools including delivery via school-based web portals, service providers of third-party after-school programs, student service businesses, supplemental education services, home schooling services, adult education services, prisons, vocational centres, original equipment manufacturers who provide hardware to the consumer and, education markets and subscription and other Internet distributed business models (the "**Business**").
- C. The Seller wishes to transfer to the Purchaser, and the Purchaser desires to acquire, the Assets (as hereinafter defined) and Liabilities (as hereinafter defined) associated with the Business, with a view to carrying on the Business connected with the Assets as a going concern, for the consideration and upon the terms and subject to the conditions appearing below.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

**1 INTERPRETATION**

**1.1 Definitions**

In this Agreement and in the Schedules unless the context otherwise requires and unless otherwise specified:

- |                     |   |
|---------------------|---|
| <b>"Assets"</b>     | means all of the assets, property and rights of the Business to be sold to the Purchaser as more particularly detailed in Clause 2.1; |
| <b>"Banks"</b>      | means all banks with which the Seller holds accounts for the Business;  |
| <b>"Book Debts"</b> | means all book or other debts accrued or accruing to the Seller in respect of the Business at Completion;                             |

- "Completion"** means the completion of the matters in relation to the acquisition of the Assets hereunder pursuant to Clause 4.1;
- "Completion Date"** means the date of this Agreement;
- "Consideration"** means the total purchase consideration specified in Clause 3 as being payable for the Assets by the Purchaser;
- "Contracts"** means all the current and undischarged contracts and engagements of the Seller that may exist in relation to the Business;
- "Encumbrance"** means:
  - (a) any adverse claim or right or third party right or other right or interest;
  - (b) any equity;
  - (c) any option or right of pre-emption or right to acquire or right to restrict;
  - (d) any mortgage, charge, assignment, hypothecation, pledge, lien, encumbrance or security interest or arrangement of whatsoever nature;
  - (e) any reservation of title; or
  - (f) any hire purchase, lease or instalment purchase agreement.
- "Employees"** means each of the employees employed by the Seller as identified in Schedule 1;
- "Goodwill"** means the entire goodwill of the Business and includes the goodwill of the Business symbolized by the trade marks and services marks and the exclusive right for the Purchaser or its assignee to represent itself as carrying on the Business in succession to the Seller;
- "Intellectual Property"** means any and all patents, registered trademarks, service marks, registered designs, applications for any of the foregoing, trade and business names, unregistered trademarks, trade dress, logos, know-how, trade secrets, copyrights, copyright registrations, database rights, rights in designs, inventions, rights under licences and consents in relation to any such rights, and rights of the same or similar effect or nature, together with all goodwill attaching or relating thereto, in any part of the world (whether or not capable of protection by registration) which are used in connection with the Business and/or the Assets at Completion;
- "Liabilities"** means all of the liabilities, debts, guarantees, commitments and obligations of the Seller relating to the Business outstanding at Completion (whether actual or contingent);





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|---|---|
| <b>"Perfection Date"</b>                    | means the date 6 months after the Completion Date;  |
| <b>"Pre-Payments"</b>                       | means all amounts paid by the Seller prior to Completion in relation to the Business or any of the Assets but in respect of the period after Completion or goods or services to be supplied to the Seller after Completion; |
| <b>"Products"</b>                           | means the Broderbund-TLC software products and associated customer support services as set out in Schedule 2;   |
| <b>"Regulations"</b>                        | means the European Communities (Protection of Employees' on Transfer of Undertakings) Regulations 2003;   |
| <b>"Research and Development Agreement"</b> | means the Research and Development Agreement between the Seller and Riverdeep Inc with an effective date of 1 July 2001, dated 3 February 2004;   |
| <b>"Registered Intellectual Property"</b>   | means all registrations for, and applications to register, Intellectual Property throughout the world that are held by the Seller and which includes without limitation those listed in Schedule 3;                         |
| <b>"VAT"</b>                                | means value added tax; and  |
| <b>"VATA"</b>                               | means the Value Added Tax Act 1972 as amended.  |

## 1.2 Schedules

The contents of the Schedules form an integral part of this Agreement and shall have as full effect as if they were incorporated in the body of this Agreement.

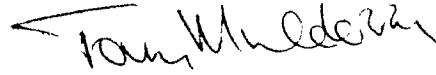
## 2 TRANSFER OF ASSETS AND LIABILITIES

2.1 Subject to the terms and conditions of this Agreement, the Seller hereby transfers, assigns absolutely and conveys to the Purchaser the Assets as a going concern and all of the Seller's rights, title and interest both legal and beneficial therein free from all Encumbrances whatsoever with effect from Completion:-

- 2.1.1 the Goodwill;
- 2.1.2 the Intellectual Property;
- 2.1.3 all rights of action, powers and benefits associated with the Intellectual Property, including the right to sue for and obtain damages and other relief in respect of any infringement (whether past, present or future) of the Intellectual Property;
- 2.1.4 the benefit of the Contracts;
- 2.1.5 the Pre-Payments;
- 2.1.6 the creditors and the Book Debts together with all cheques, bills, notices and securities receivable for the Creditors and the Book Debts;
- 2.1.7 all cash in hand at the Banks;

Signed for and on behalf of  
**RIVERDEEP INTERACTIVE LEARNING LIMITED**

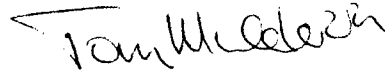
Duly Authorised



\_\_\_\_\_  
Authorised Signatory

Signed for and on behalf of  
**RIVERDEEP INTERACTIVE LEARNING IP LIMITED**  
(In the process of changing its name to HMH Education Company Limited)

Duly Authorised



\_\_\_\_\_  
Authorised Signatory