

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													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>David S. Dutcher</td> <td></td> <td>09/19/2008</td> <td>INDIVIDUAL: UNITED STATES</td> </tr> <tr> <td>Jennifer B. Dutcher</td> <td></td> <td>09/19/2008</td> <td>INDIVIDUAL: UNITED STATES</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	David S. Dutcher		09/19/2008	INDIVIDUAL: UNITED STATES	Jennifer B. Dutcher		09/19/2008	INDIVIDUAL: UNITED STATES
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<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;">Name:</td> <td>The Aristotle Corporation</td> </tr> <tr> <td>Street Address:</td> <td>96 Cummings Point Road</td> </tr> <tr> <td>City:</td> <td>Stamford</td> </tr> <tr> <td>State/Country:</td> <td>CONNECTICUT</td> </tr> <tr> <td>Postal Code:</td> <td>06902</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: DELAWARE</td> </tr> </table>		Name:	The Aristotle Corporation	Street Address:	96 Cummings Point Road	City:	Stamford	State/Country:	CONNECTICUT	Postal Code:	06902	Entity Type:	CORPORATION: DELAWARE
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PROPERTY NUMBERS Total: 2													
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CORRESPONDENCE DATA													
<p>Fax Number: (414)225-9753 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 414-225-9755 Email: asm@boylefred.com Correspondent Name: Andrew S. McConnell Address Line 1: 840 North Plankinton Avenue Address Line 4: Milwaukee, WISCONSIN 53203</p>													
ATTORNEY DOCKET NUMBER:	364.126												
NAME OF SUBMITTER:	Andrew S. McConnell												
Signature:	/Andrew S. McConnell/												

CH \$65.00 78655644

Date:

04/09/2009

Total Attachments: 7

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**Assignment of Servicemarks
And Trademarks**

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of this 19th day of September, 2008, by David S. Dutcher ("D. Dutcher") and Jennifer B. Dutcher ("J. Dutcher," and together with D. Dutcher, collectively, the "Assignors") to The Aristotle Corporation, a Delaware corporation ("Assignee").

RECITAL

Assignee and Assignors are parties to an Asset Purchase Agreement, dated as of September 19, 2008 (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.

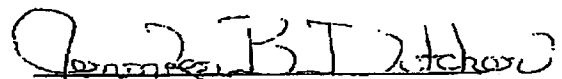
In accordance therewith, each of the Assignors desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignors' registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without 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

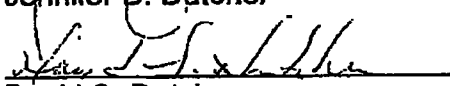
same would have been held and enjoyed by each of said Assignors had this Assignment of Servicemarks and Trademarks not been made.

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.




 Jennifer B. Dutcher



 David S. Dutcher

Accepted:



The Aristotle Corporation

By 
 Name: H. William Smith
 Title: VP+General Counsel

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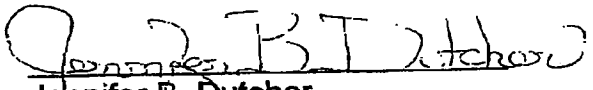
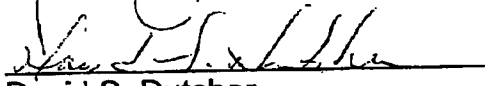
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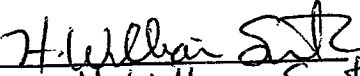
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ACKNOWLEDGMENT

State of California
County of Sacramento

On September 19, 2008 before me, Tina S Walker Notary Public
(insert name and title of the officer)

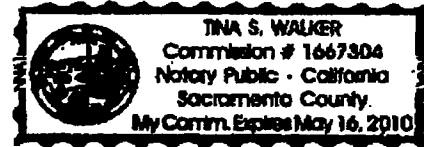
personally appeared Jennifer B. Dutcher and David S. Dutcher
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are
subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in
~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Tina S Walker*

(Seal)



ACKNOWLEDGMENT

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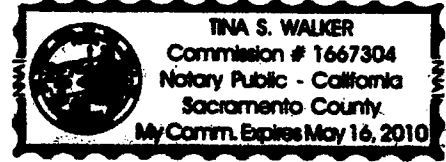
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Signature *Tina S Walker* (Seal)



SCHEDULE A

Registered Servicemarks and Trademarks

<u>Servicemark or Trademark</u>	<u>U.S. or Canadian Registration Number</u>	<u>Registration Date</u>
Line-Master Logo	2,497,898	10/16/2001

Unregistered Servicemarks and Trademarks

Pending Servicemark or Trademark Applications

<u>Servicemark or Trademark Number Street</u>	<u>Application Number</u>	<u>Application Date</u>
	78/655,644	6/21/2005

Trade Names

<u>Trade Name</u>	<u>Document Number</u>	<u>Expiration Date</u>
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