

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HMH Education Company Limited		02/06/2008	COMPANY: IRELAND
RECEIVING PARTY DATA			
Name:	HMH IP Company Limited		
Street Address:	70 Sir John Rogerson's Quay		
City:	Dublin		
State/Country:	IRELAND		
Postal Code:	2		
Entity Type:	COMPANY: IRELAND		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2400552	RIVERDEEP	
Registration Number:	2605772	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:	3261889	RIVERDEEP LEARNING VILLAGE	
Registration Number:	2896181	RIVERDEEP LEARNING VILLAGE	
Registration Number:	2452885		
Registration Number:	2508894		
CORRESPONDENCE DATA			
Fax Number:	(617)345-1300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-345-1341		

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Email: matm@nixonpeabody.com
Correspondent Name: Michelle A. Massicotte
Address Line 1: 100 Summer Street
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Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 057946-3

DOMESTIC REPRESENTATIVE

Name: Michelle A. Massicotte
Address Line 1: 100 Summer Street
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Michelle A. Massicotte

Signature: /Michelle A. Massicotte/

Date: 04/15/2009

Total Attachments: 5

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THIS AGREEMENT is made on 6 February 2008

BETWEEN:

- (1) **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 "Seller")

AND

- (2) **HMH IP COMPANY LIMITED**, a company incorporated in Ireland (registered number: 449588) 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. By way of a business transfer agreement effective as of 12 December 2007, the Seller acquired the entire assets and liabilities of Riverdeep Interactive Learning Limited ("RIL"), which comprised the Assets (as hereinafter defined), the Excluded Assets (as hereinafter defined), the Liabilities (as hereinafter defined) and the Excluded Liabilities (as hereinafter defined), in consideration for the issue by the Seller of the Loan Stock (as hereinafter defined) in favour of RIL.
- C. The Seller is engaged in the educational software business including without limitation the sale of Products for use by teachers and students, the 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 and original equipment manufacturers who provide hardware to the education market, non-profit centres and resellers and distributors in the education market (the "Education Business").
- D. 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 Education Business, with a view to carrying on the Education 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:

- "Assets" means all of the assets, property and rights of the Education Business to be sold to the Purchaser as more particularly detailed in Clause 2.1;
- "Banks" means all banks with which the Seller holds accounts for the Education Business;
- "Book Debts" means all book or other debts accrued or accruing to the Seller in respect of the Education 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;
"Consumer Business"	means the 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 computer learning and games software and all related activities, including but not limited to the sale of the Products for use by consumers and small businesses, to original equipment manufacturers who provide software bundled with hardware to the consumer markets and through subscription and all other Internet distributed business models;
"Contracts"	means all the current and undischarged contracts and engagements of the Seller that may exist in relation to the Education Business;
"Encumbrance"	means: <ul style="list-style-type: none"> (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;
"Excluded Assets"	means all assets of the Seller that are used in whole or in part in connection with the Consumer Business;
"Excluded Liabilities"	means any of the liabilities of the Seller that relate to the Consumer Business;
"Goodwill"	means the entire goodwill of the Education Business and includes the goodwill of the Education 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 Education 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 Education Business and/or the Assets at Completion;

"Liabilities" means all of the liabilities, debts, guarantees, commitments and obligations of the Seller relating to the Education Business outstanding at Completion (whether actual or contingent);

[REDACTED]

[REDACTED]

"New RILL" means HMH Publishing Company Limited, a company incorporated in Ireland under registration number 441204 having its registered address at 70 Sir John Rogerson's Quay, Dublin 2;

"Novation Agreement" means the Novation Agreement between the Purchaser and the Seller to be entered into on or about the date ~~hereto~~ ~~hereby~~ ~~the~~ Purchaser assumes the liability of the Seller to repay [REDACTED] units of Lock Stock;

"Perfection Date" means the date 6 months after the Completion Date;

"Pre-Payments" means all amounts paid by the Seller prior to Completion in relation to the Education 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;

"Products" means the software products and associated customer support services as set out in Schedule 2;

"Regulations" means the European Communities (Protection of Employees' on Transfer of Undertakings) Regulations 2003;

"Research and Development Agreement" means the Research and Development Agreement entered between RILL and Riverdeep Inc with an effective date of 1 July 2001 and the benefit of which was assigned by RILL to the Seller on 12 December 2007;

"Registered Intellectual Property" means all registrations for, and applications to register, Intellectual Property throughout the world that are held by the Seller, or which the Seller is entitled to hold, and which relate to the Education Business;

"VAT" means value added tax; and

"VATA" 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;

2.1.8 any amounts recoverable by the Seller in respect of taxation paid or payable by the Seller in connection with matters or events occurring on or before Completion which relate to the Education Business;

2.1.9 the benefit of any insurance claims and VAT claims arising prior to or at Completion in relation to the Education Business;

2.1.10 all licences held by the Seller in connection with the Education Business; and

2.1.11 without in any way limiting the generality of the foregoing, all other assets and rights (if any) of whatever nature owned, employed, engaged or exercised in connection with the Education Business at Completion.

2.2 The Purchaser agrees to assume and be responsible for the Liabilities and to keep the Seller fully and effectively indemnified against all the Liabilities.

2.3 For the avoidance of doubt, the parties agree that no assignment, transfer or conveyance of any interest in the Excluded Assets is made by the Seller to the Purchaser under this Agreement and further that the Purchaser assumes none of the Excluded Liabilities under this Agreement.



Signed for and on behalf of
HMH EDUCATION COMPANY LIMITED

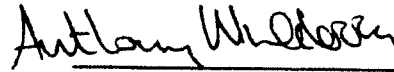
Duly Authorised



Authorised Signatory

Signed for and on behalf of
HMH IP COMPANY LIMITED

Duly Authorised



Authorised Signatory