

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
Key Curriculum Press, Inc.		07/31/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	The McGraw-Hill Companies, Inc.		
Street Address:	1221 Avenue of Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10121		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2405402	KEY CURRICULUM PRESS	
Registration Number:	2042908	KEY TO...	
Registration Number:	3649643	THE KEY TO TRACKER	
CORRESPONDENCE DATA			
Fax Number:	9142880023		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	914-821-9072		
Email:	clarke@leasonellis.com, dorman@leasonellis.com, tmdocket@leasonellis.com		
Correspondent Name:	Karin Segall		
Address Line 1:	One Barker Avenue, Fifth Floor		
Address Line 4:	White Plains, NEW YORK 10601		
ATTORNEY DOCKET NUMBER:	05842/809437-000		
NAME OF SUBMITTER:	Deirdre Clarke		

OP \$90.00 2405402

Signature:	/deirdreclarke/
Date:	07/29/2013
Total Attachments: 2 source=Assignment of Trademarks_Key Curriculum Press Inc _McGraw-Hill Educatio #page1.tif source=Assignment of Trademarks_Key Curriculum Press Inc _McGraw-Hill Educatio #page2.tif	

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (the "Trademark Assignment") is hereby made and entered into as of July 31, 2012, by KEY CURRICULUM PRESS, INC., a California corporation, ("Assignor"), to McGraw-Hill Education, a division of The McGraw-Hill Companies, Inc. ("Assignee").

RECITALS

WHEREAS, Assignee, as buyer, and Assignor, as seller, are parties to that certain Asset Purchase Agreement, dated as of the 31 day of July, 2012 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to buy from Assignor, the Purchased Assets (as defined in the Agreement), including those certain trademarks (and trademark applications) of the Assignor that are listed in Schedule A annexed hereto and incorporated herein by this reference, along with all goodwill and common law rights associated with those trademarks and trademark applications (the trademarks, trademark applications, goodwill, and common law rights, collectively, the "Trademarks").

WHEREAS, pursuant to the Agreement, Assignor has agreed to execute and deliver to Assignee an Assignment of Trademarks;

WHEREAS, in accordance with the foregoing, Assignor desires to transfer and assign the Trademarks to Assignee, and Assignee desires to accept the transfer and assignment of the Trademarks by Assignor;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title, and interest in, to, and under the Trademarks, and all rights to sue and recover for past infringement of any Trademarks, the same to be held and enjoyed by 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 Assignor had this assignment not been made.

Assignor further agrees to promptly execute all documents and assist in all proceedings to perfect, register, and record the rights of Assignee to the Trademarks as Assignee may reasonably deem appropriate, and any additional documents that are reasonably necessary to accomplish the intent of this Trademark Assignment. If Assignor does not within ten (10) business days of presentment return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on Assignor's behalf. This power of attorney is coupled with an interest and is irrevocable.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the 31 day of July, 2012.

KEY CURRICULUM PRESS, INC.

By: 
Karen Cowe, CEO

TRADEMARK
REEL: 005080 FRAME: 0564

Schedule A

Trademarks

Country Name	Trademark Name	Application Number	Filing Date	Registration Number	Registration Date
United Kingdom	KEY CURRICULUM	2192974A	3/26/99	2192974A	4/28/00
United Kingdom	KEY CURRICULUM PRESS	2192974A	3/26/99	2192974B	4/28/00
USA	KEY CURRICULUM PRESS	75/676175	4/7/99	2405402	11/21/00
USA	KEY TO...	74/732422	9/19/95	2042908	3/11/97
USA	THE KEY TO TRACKER AND DESIGN	77/480606	5/21/08	3649643	7/7/09

SCHEDULE A TO ASSIGNMENT OF TRADEMARK