

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM328835

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HMH Consumer Company		12/20/2012	COMPANY: IRELAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HMH IP Company		
<b>Street Address:</b>	Trinity Central, 152-160 Pearse Street		
<b>City:</b>	Dublin		
<b>State/Country:</b>	IRELAND		
<b>Postal Code:</b>	2		
<b>Entity Type:</b>	COMPANY: IRELAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2919346	STARFLYERS	
<b>Registration Number:</b>	1316792	CLICKART	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173451300		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	617-345-1000		
<b>Email:</b>	matm@nixonpeabody.com		
<b>Correspondent Name:</b>	Kristen M. Walsh		
<b>Address Line 1:</b>	100 Summer Street		
<b>Address Line 2:</b>	Nixon Peabody LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	57946/3		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Kristen M. Walsh		
<b>Address Line 1:</b>	100 Summer Street		
<b>Address Line 2:</b>	Nixon Peabody LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Kristen M. Walsh'		

CH \$65.00 2919346

<b>SIGNATURE:</b>	/Kristen M. Walsh/
<b>DATE SIGNED:</b>	01/13/2015

**Total Attachments: 28**

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## **Business Transfer Agreement (Consumer Business)**

**20 December 2012**

**HMH Consumer Company**

**and**

**HMH IP Company**

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**This Agreement** is made on 20 December 2012

**Between:**

- (1) **HMH Consumer Company**, a company incorporated in Ireland (registered number: 441202) and having its registered office at Trinity Central, 152-160 Pearse Street, Dublin 2 (the "**Seller**") and
- (2) **HMH IP Company**, a company incorporated in Ireland (registered number 449588) and having its registered office at Trinity Central, 152-160 Pearse Street, Dublin 2 (the "**Purchaser**").

**Whereas:**

- (A) The Seller and Purchaser are associated companies.
- (B) By way of a business transfer agreements effective as of 6 February 2008, the Seller acquired certain assets and liabilities of HMH Education Company Limited which included certain of the Assets (as hereinafter defined), and certain of the Liabilities (as hereinafter defined) (the "**Education Asset Transfer**").
- (C) The Seller has been engaged in the business of manufacturing, distributing directly or indirectly, marketing, promoting, reselling the Products (as defined below) or any other products as may be sold through real distribution partners and resellers in relation to training, education, educating and instruction in all aspects of computer learning and software and all related activities (this, together with any and all business, undertakings and/or activities carried on by the Seller at any time, (the "**Business**").
- (D) The group of corporate entities of which the Company is a member now wishes to conduct a reorganisation, in connection with which, certain intellectual property of the Group be transferred to the Purchaser (the "**Reorganisation**").
- (E) 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 in order to facilitate the Reorganisation 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:

"Assets"	means all of the assets, property and rights of the Seller as at the date hereof, including in relation to the Business as more particularly detailed in Clause 2.1;
"Book Debts"	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 and Liabilities hereunder pursuant to Clause 5.1;

<b>"Completion Date"</b>	means the date of this Agreement;
<b>"Consideration"</b>	means the total purchase consideration specified in Clause 3 as being payable for the Assets by the Purchaser;
<b>"Contracts"</b>	means all the current and undischarged contracts and engagements of the Seller and/or in which the Seller has an interest including, without limitation, any contracts and/or interests in contracts of the Seller received pursuant to the Education Asset Transfer, including under the Research and Development Agreement and/or the IP Licence Agreement;
<b>"Encumbrance"</b>	means: <ul style="list-style-type: none"><li>(a) any adverse claim or right or third party right or other right or interest;</li><li>(b) any equity;</li><li>(c) any option or right of pre-emption or right to acquire or right to restrict;</li><li>(d) any mortgage, charge, assignment, hypothecation, pledge, lien, encumbrance or security interest or arrangement of whatsoever nature;</li><li>(e) any reservation of title; or</li><li>(f) any hire purchase, lease or instalment purchase agreement.</li></ul>
<b>"Intellectual Property"</b>	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;
<b>"IP Licence Agreement"</b>	means a licence agreement in respect of certain intellectual property entered into between Riverdeep Interactive Learning with an effective date of 1 July 2001 and an amendment thereto entered into by the same parties with an effective date of 1 October 2007;
<b>"Liabilities"</b>	means all of the liabilities, debts, guarantees, commitments and obligations of the Seller relating to the Business outstanding at Completion (whether actual or contingent);
<b>"Loan Stock"</b>	
<b>"Loan Stock"</b>	

<b>"Instrument"</b>	unsecured loan stock were constituted;
<b>"Perfection Date"</b>	means such date as is determined by the Purchaser and notified to the Seller;
<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 software products and associated customer support services as set out in Schedule 1;
<b>"Registered Intellectual Property"</b>	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 Business;
<b>"Research and Development Agreement"</b>	means the research and development agreement entered into between Riverdeep Interactive Learning Limited and Riverdeep, Inc. with an effective date of 1 July 2001;
<b>"VAT"</b>	means value added tax; and
<b>"VATCA"</b>	means the Value Added Tax Consolidation Act 2010 as amended.

## 1.2 Schedules and Interpretation

- (a) The contents of the Schedule form an integral part of this Agreement and shall have as full effect as if they were incorporated in the body of this Agreement.
- (b) In this Agreement, unless the contrary intention appears, a reference to:
  - (i) a person includes any individual, company, corporation, unincorporated association or body (including a partnership, trust joint venture or consortium), government, state, agency, organisation or other entity whether or not having separate legal personality;
  - (ii) a provision of law is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation;
  - (iii) a Clause, a Subclause or a Schedule is a reference to a clause or subclause of, or a schedule to, this Agreement;
  - (iv) a Party or any other person includes its successors in title, permitted assigns and permitted transferees;
  - (v) a document is a reference to that document as amended; and
  - (vi) words in the singular include the plural and words in the plural include the singular,
- (c) The headings in this Agreement do not affect its interpretation.



## **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:

- (a) the Intellectual Property;
- (b) 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;
- (c) the Contracts;
- (d) the Pre-Payments;
- (e) the creditors and the Book Debts together with all cheques, bills, notices and securities receivable for the Creditors and the Book Debts;
- (f) 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;
- (g) the benefit of any insurance claims and VAT claims arising prior to or at Completion in relation to the Business;
- (h) all licences held by the Seller in connection with the Business; and
- (i) without in any way limiting the generality of the foregoing, all other assets, interests and/or rights (if any) of whatever nature owned, employed, engaged or exercised by the Seller or to which the Seller is entitled 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.

## **3 Consideration**

## **4 VAT on Consideration**

- (a)
- (b)
- (c)

(d)

(e)

## **5 Completion**

- 5.1 The effective date of transfer of the Seller's right, title and interest in the Assets shall be the Completion Date.
- 5.2 Completion shall take place no later than close of business on the Completion Date.
- 5.3 At Completion the Seller shall deliver to the Purchaser and/or its nominee:
- (a) all the Assets hereby agreed to be sold which are capable of passing by delivery;
  - (b) all other documentation as is required to be executed by the Seller in order to formally transfer or assign title to the Assets to the Purchaser or its nominee together with any certificates of registration or other proof of title thereto;
  - (c) all deeds and documents of title in relation to the Assets; and
  - (d) evidence, in a form satisfactory to the Purchaser, of the release of the Assets from any Encumbrances to which they are subject.

## **6 Perfection of the Transfer of Certain Assets**

- 6.1 On or before the Perfection Date, the Seller shall deliver to, or procure the delivery to, the Purchaser and/or its nominees duly executed confirmatory assignments in favour of the Purchaser and/or its nominee in respect of all Registered Intellectual Property.
- 6.2 On the Perfection Date, the Seller shall also:
- (a) issue such directions or notifications as may need to be given to any trustees, custodians or other managers or intermediaries of the Assets to effect the transfer of the Assets and all of the Seller's rights and interests therein to the Purchaser;
  - (b) issue and procure all such other consents, approvals, clearances or licences of governmental, regulatory or other agencies or persons in connection with the sale and transfer of the Assets and all of the Seller's rights and interests therein as are necessary.

## **7 Contracts**

- 7.1 The Purchaser will, with effect from the Completion Date, become entitled to the benefits of the Seller under the Contracts and shall assume, carry out, perform and complete all the

obligations and liabilities created by or arising under the Contracts (except for any obligations or liabilities attributable to a breach on the part of the Seller) and shall indemnify the Seller and keep it fully indemnified against all liabilities, losses, actions, proceedings, costs, claims, demands and expenses brought or made against or incurred by the Seller in respect of the non performance or defective or negligent performance by the Purchaser of such obligations and liabilities.

7.2

## **8 Intellectual Property**

- 8.1 The Purchaser will, with effect from the Completion Date become fully entitled to the benefit of the Intellectual Property assigned hereunder.
- 8.2 In pursuance of its obligation under Clause 6.1, the Seller undertakes by the Perfection Date to execute and deliver, or to procure the execution and delivery of, assignments of Registered Intellectual Property to the Purchaser and/or its nominee in such form as may be specified by the Purchaser. Prior to the Perfection Date or the date of recordal of the aforesaid assignments (whichever is the later), the Seller shall take all such actions and execute all such documents as the Purchaser may direct in connection with the ongoing maintenance, management, protection, enforcement and exploitation of the Registered Intellectual Property.
- 8.3 The Seller hereby undertakes that at any time on or after Completion it shall, upon demand by the Purchaser, transfer to the Purchaser and/or its nominees all its right, title and interest in Intellectual Property relating to the Business acquired by or vesting in the Seller after the date hereof, whether under the Research and Development Agreement or otherwise.

## **9 Post Completion**

- 9.1 The Purchaser shall complete the registration and recordal of whatever documents need to be executed by it pursuant to clauses 6 and 8. Prior to such registration or recordal being completed, the Seller shall co-operate in any manner reasonably required by the Purchaser to enable the Purchaser to deal with the Assets and the Seller shall generally act in all respects as the nominee of and in accordance with the directions of the Purchaser.

- 9.2 To the extent that any payment is made to the Seller in respect of the Business or any of the Assets on or after Completion Date the Seller shall receive any such payment as trustee for the Purchaser, shall record such payment separately in its books and shall account to the Purchaser for same within 14 (fourteen) days of receipt.

## **10 Warranties, Representations and Further Assurances**

- 10.1 The Seller hereby warrants, represents and covenants to the Purchaser that it has the full right, power and authority to sell, assign, transfer or deliver the legal and beneficial ownership of the Assets and all of the Seller's rights and interests therein to the Purchaser in accordance with this Agreement, free and clear of all liens, charges, claims, equities, restrictions and Encumbrances.
- 10.2 The Seller further covenants and agrees that it will from time to time, at its own cost and upon the request of the Purchaser, execute and deliver any and all documents and do any and all acts that may be necessary to enable the Purchaser to register or otherwise perfect the transfer of the legal and beneficial ownership of the Assets and all of the Seller's rights and interests therein to the Purchaser and that it will co-operate with the Purchaser in every reasonable way in order to carry out the intent of this Agreement.
- 10.3 The Purchaser hereby warrants, represents and covenants to the Seller that it has the full right, power, and authority to purchase and acquire the legal and beneficial ownership of the Assets of all the Seller's rights and interests therein on the terms and conditions set out in this Agreement.

## **11 General**

- 11.1 This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when executed and delivered shall constitute an original, and all such counterparts together constituting but one and the same instrument. An executed counterpart hereunder shall either be delivered by one party to the other party or delivered to such person that the other party shall have nominated for the purposes of accepting delivery.
- 11.2 The provisions of this Agreement which shall not have been performed on the Completion Date shall remain in full force and effect notwithstanding Completion.
- 11.3 This Agreement shall be binding upon and enure to the benefit of the respective parties hereto and their respective personal representatives, successors and permitted assigns.
- 11.4 This Agreement constitutes the entire Agreement of the parties and the subject matter hereof and may not be amended or modified except by an agreement in writing signed by both parties.
- 11.5 All agreements and covenants contained herein are severable and in the event of any of them being held to be invalid by a competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.
- 11.6 This Agreement shall be governed by and construed in accordance with the laws of Ireland.

Execution Version

In Witness whereof this agreement has been duly executed and delivered as a deed on the date shown at the beginning of this agreement.

Given under the common seal of  
**HMH Consumer Company**  
in the presence of:

(Company seal)

Bonor M<sup>c</sup>Guinness  
Director

Niall O'Keefe  
Director / Secretary

Given under the common seal of  
**HMH IP Company**  
in the presence of:

(Company seal)

Bonor M<sup>c</sup>Guinness  
Director

Niall O'Keefe  
Director / Secretary

**Schedule 1**  
**Products (Consumer)**

**Consumer Brands (There May Be Multiple Titles in Each Brand Family)<sup>1</sup>**

Achievel Series  
 Adventure Workshop Bundle Series  
 Amazon Trail  
 Arthur Series  
 Broderbund Security Series  
 Carmen Sandiego Series  
 Calendar Creator  
 ClickArt Series  
 Clue Finders Series  
 Creating Keepsakes Scrapbook Designer  
 Liberty's Kids  
 Mavis Beacon Teaches Typing  
 MediaShop Series  
 The Oregon Trail Series  
 PrintMaster Series  
 Reader Rabbit Series  
 The Print Shop Series  
 StarFlyers Series  
 Travel the World with Timmy!

**Consumer Copyrights**

Product Title	Reg Num	Claimant Name	Renew Num	Current Owner
Carmen Sandiego dossier & map simulation	VA0000466259	Broderbund Properties, LLC		HMH Consumer Company
PrintMaster platinum 12 : Windows 95/98/2000/Me/XP or Windows NT 4.	TX0005541652	Broderbund Properties, LLC		HMH Consumer Company
The print shop pro publisher deluxe 12	TX0005551048	Broderbund Properties, LLC		HMH Consumer Company
Win95/98/Me/NT4/2000/XP. Where in the world is Carmen Sandiego?; Where in the USA is Carmen Sandiego?; Where in space is Carmen Sandiego?; Where in time is Carmen Sandiego? / text by John Peel; cover ill. By Paul Vaccarello; interior ill. by John Nez	TX0003989239	Broderbund Properties, LLC		HMH Consumer Company
Where in time is Carmen Sandiego?; where in America's 4 v. past is Carmen Sandiego? Where in the world is Carmen Sandiego? Where in the USA is Carmen Sandiego? / text by John Peel; interior ill.	TX0003987723	Broderbund Properties, LLC		HMH Consumer Company

<sup>1</sup> HMH to confirm list of Products

Execution Version

Product Title	Reg Num	Claimant Name	Renew Num	Current Owner
By John Nez				
1994 calendar where is Carmen Sandiego?	TX0003792690	Broderbund Software, Inc.		HMH Consumer Company
Alien tales.	PA0000768272	Broderbund Software, Inc.		HMH Consumer Company
Carmen Sandiego junior detective.	PA0000817427	Broderbund Software, Inc.		HMH Consumer Company
Kid C 1.01, DOS	TX0003805762	Broderbund Software, Inc.		HMH Consumer Company
Mexico City, Carmen Sandiego & travel memorabilia	VA0000459158	Broderbund Software, Inc.		HMH Consumer Company
Print shop deluxe companion DOS 1.0	TX0003805756	Broderbund Software, Inc.		HMH Consumer Company
Print shop deluxe WIN 1.0	TX0003805757	Broderbund Software, Inc.		HMH Consumer Company
The print shop deluxe 1.0 Macintosh	TX0003846105	Broderbund Software, Inc.		HMH Consumer Company
The print shop deluxe CD ensemble.	PA0000720164	Broderbund Software, Inc.		HMH Consumer Company
The Print Shop deluxe Ensemble II	PA0000767550	Broderbund Software, Inc.		HMH Consumer Company
The print shop deluxe MS DOS version computer program	TXu000534710	Broderbund Software, Inc.		HMH Consumer Company
The Print Shop Ensemble III.	PA0000835902	Broderbund Software, Inc.		HMH Consumer Company
The Print Shop Press Writer.	PA0000903419	Broderbund Software, Inc.		HMH Consumer Company
The PrintShop : version 10, Windows 95/98/Windows NT CD/ROM	TX0005143781	Broderbund Software, Inc.		HMH Consumer Company
The PrintShop : version 6, Windows 95 CD/ROM	TX0005143780	Broderbund Software, Inc.		HMH Consumer Company
Where in America's past in Carmen Sandiego?: 1.01, DOS	TX0003805765	Broderbund Software, Inc.		HMH Consumer Company
Where in Europe in Carmen Sandiego?: 1.01, DOS	TX0003805771	Broderbund Software, Inc.		HMH Consumer Company
Where in Europe is Carmen SanDiego? / text by John Peel; cover ill. by Paul Vaccarello; interior ill. by John Nez	TX0003129665	Broderbund Software, Inc.		HMH Consumer Company
Where in space is Carmen Sandiego?	TX0003989174	Broderbund Software, Inc.		HMH Consumer Company
Where in space is Carmen Sandiego? : 1.0, MPC.	TX0003838990	Broderbund Software, Inc.		HMH Consumer Company

Execution Version

Product Title	Reg Num	Claimant Name	Renew Num	Current Owner
Where in the USA is Carmen Sandiego? : 1.0, MPC	TX0003893232	Broderbund Software, Inc.		HMH Consumer Company
Where in the USA is Carmen Sandiego? Deluxe	TX0003653417	Broderbund Software, Inc.		HMH Consumer Company
Where in the world is Carmen Sandiego?	TX0002858260	Broderbund Software, Inc.		HMH Consumer Company
Where in the world is Carmen Sandiego?	TX0003556725	Broderbund Software, Inc.		HMH Consumer Company
Where in the world is Carmen SanDiego? / text by John Peel; cover ill. by Paul Vaccarello; interior ill. by John Nez	TX0003129667	Broderbund Software, Inc.		HMH Consumer Company
Where in the world is Carmen Sandiego? : a crime/stopping chase around the globe.	PA0000892351	Broderbund Software, Inc.		HMH Consumer Company
Where in the world is Carmen Sandiego? deluxe 2.0 Mac, FD	TX0003873880	Broderbund Software, Inc.		HMH Consumer Company
Where in the world is Carmen Sandiego? Serial Work	TX0004273020 TX0004295965 TX0004329118 TX0004365379	Broderbund Software, Inc.		HMH Consumer Company
Where in the world is Carmen Sandiego?.	PA0000768270	Broderbund Software, Inc.		HMH Consumer Company
Where in the world is Carmen Sandiego?: 1.0, MPC	TX0003953686	Broderbund Software, Inc.		HMH Consumer Company
Where in the World is Carmen Sandiego?: 7 electronic random light adventures	VA0000679186	Broderbund Software, Inc.		HMH Consumer Company
Where in time is Carmen Sandiego?	TX0003367205	Broderbund Software, Inc.		HMH Consumer Company
Where in time is Carmen Sandiego? : unlocking the treasures of time / story by Robin Allen	TX0003036978	Broderbund Software, Inc.		HMH Consumer Company
Where is Carmen Sandiego? : 1993 calendar	TX0003408781	Broderbund Software, Inc.		HMH Consumer Company
Williams/Sonoma guide to good cooking.	PA0000848346	Broderbund Software, Inc. & Weldon Owen, Inc.		HMH Consumer Company
The official Where in the World is Carmen SanDiego? clue book / by Rusel DeMaria	TX0004489076	Broderbund Software, Inc. (employer for hire)		HMH Consumer Company
Where in the USA is Carmen Sandiego? : pt. 2 / text by John Peel; cover ill. by Paul Vaccarello; interior ill. by John Nez	TX0003902416	Broderbund Software, Inc. (employer for hire)		HMH Consumer Company



Execution Version

Product Title	Reg Num	Claimant Name	Renew Num	Current Owner
Where in the USA is Carmen Sandiego? deluxe / developed with MPW v.3.2.4 by Clift Caverly	TX0003653418	Broderbund Software, Inc. (employer for hire)		HMH Consumer Company
Where in the World is Carmen Sandiego?	PA0000792409	Broderbund Software, Inc. (employer for hire)		HMH Consumer Company
Where in the World is Carmen Sandiego?: collector cards	VA0000580364	Broderbund Software, Inc. (employer for hire)		HMH Consumer Company
Where in the world is Carmen Sandiego?; Where in the USA is Carmen Sandiego?; Where in space is Carmen Sandiego?; Where in time is Carmen Sandiego? / text by John Peel ; cover ill. by Paul Vaccarello ; interior ill. by John Nez	TX0003989239	Broderbund Software, Inc. (employer for hire)		HMH Consumer Company
Where in Time is Carmen Sandiego? : collector cards	VA0000580363	Broderbund Software, Inc. (employer for hire)		HMH Consumer Company
Where in time is Carmen Sandiego? : no. 22206 / text by John Peel ; cover ill. by John Nez	TX0003515793	Broderbund Software, Inc. (employer for hire)		HMH Consumer Company
Where in time is Carmen Sandiego?; Where in America's past is Carmen Sandiego?; Where in the world is Carmen Sandiego?; Where in the USA is Carmen Sandiego? / text by John Peel ; interior ill. by John Nez	TX0003987723	Broderbund Software, Inc. (employer for hire)		HMH Consumer Company
Where in the USA is Carmen Sandiego? / text by John Peel; cover ill. by Paul Vaccarello; interior ill. by John Nez	TX0003129668	Broderbund Software, Inc., employer for hire		HMH Consumer Company
Where in time is Carmen Sandiego? / text by John Peel ; cover ill. by Paul Vaccarello ; interior ill. by John Nez	TX0003129666	Broderbund Software, Inc., employer for hire		HMH Consumer Company
Where in the world is Carmen Sandiego?: Mac [deluxe 2.0]	TX0004131530	Broderbund Software, Inc., on computer program & animation files on CD-ROM		HMH Consumer Company
[Travel the world with Timmy! deluxe M/W CD-ROM]	PA0000985008	Edmark Corporation		HMH Consumer Company
Travel the world with Timmy!: explore land & languages while building	PA0000923328	Edmark Corporation		HMH Consumer Company

Product Title	Reg Num	Claimant Name	Renew Num	Current Owner
school skills				
[Adventure workshop 1st/3rd (mix 1)]	TX0005732787	HMH Education Company Limited		HMH Consumer Company
[Adventure workshop 1st/3rd (mix 2)]	TX0005732782	HMH Education Company Limited		HMH Consumer Company
[Adventure workshop 1st/3rd grade (mix 3)]	TX0005732774	HMH Education Company Limited		HMH Consumer Company
[Adventure workshop 4th/6th (mix 2)]	TX0005732781	HMH Education Company Limited		HMH Consumer Company
[Adventure workshop 4th/6th (mix 1)]	TX0005732788	HMH Education Company Limited		HMH Consumer Company
[Adventure workshop 4th/6th (mix 2)]	TX0005732781	HMH Education Company Limited		HMH Consumer Company
[Adventure workshop pre/1st (mix 2)]	TX0005732780	HMH Education Company Limited		HMH Consumer Company
[Adventure workshop pre/1st (mix 3)]	TX0005732784	HMH Education Company Limited		HMH Consumer Company
Amazon Trail II: Ver. 1.01	TX0005785507	HMH Education Company Limited		HMH Consumer Company
Amazon trail II: ver. 1.01	TX0005785507	HMH Education Company Limited		HMH Consumer Company
American Greetings Creatacard Gold 7, Win 98/Me/NT5/200/XP, CD	TX0005601131	HMH Education Company Limited		HMH Consumer Company
American Greetings Creatacard Gold: 3	TX0005909497	HMH Education Company Limited		HMH Consumer Company
American greetings Creatacard platinum 4	TX0005586254	HMH Education Company Limited		HMH Consumer Company
American Greetings Creatacard Silver 5	TX0005586229	HMH Education Company Limited		HMH Consumer Company
American Greetings Creatacard Spiritual Expressions 6, Win 95/98/Me/NT, CD	TX0005601129	HMH Education Company Limited		HMH Consumer Company
American Greetings Creatacard: gold 6	TX0005601116	HMH Education Company Limited		HMH Consumer Company
American Greetings Creatacard: platinum 6	TX0005601113	HMH Education Company Limited		HMH Consumer Company
American Greetings Creatacard: platinum 7	TX0005601115	HMH Education Company Limited		HMH Consumer Company
Arthur! ready to race	TX0005746433	HMH Education Company Limited		HMH Consumer Company
Arthur's 1st grade v2.01	TX0005746435	HMH Education Company Limited		HMH Consumer Company
Arthur's 2nd grade, v2.01	TX0005734389	HMH Education Company Limited		HMH Consumer Company
Arthur's birthday	TX0005746446	HMH Education Company Limited		HMH Consumer Company
Arthur's kindergarten, v2.01	TX0005734400	HMH Education Company Limited		HMH Consumer Company

Execution Version

Product Title	Reg Num	Claimant Name	Renew Num	Current Owner
Arthur's reading games v1.01	TX0005746441	HMH Education Company Limited		HMH Consumer Company
Arthur's reading race, v1.0.	TX0005734390	HMH Education Company Limited		HMH Consumer Company
Arthur's thinking games	TX0005746438	HMH Education Company Limited		HMH Consumer Company
Calendar Creator Deluxe version 8, Win 95/98/NT4/2000/ME/XP, CD	TX0005601139	HMH Education Company Limited		HMH Consumer Company
Calendar creator deluxe: ver. 7, win 95/98/ NT CD	TX0005586255	HMH Education Company Limited		HMH Consumer Company
Calendar creator: ver. 7, Win 95/98/ NT CD	TX0005586253	HMH Education Company Limited		HMH Consumer Company
Calendar Creator: version 8, (Win 95/98/NT4/2000/Me/XP CD)	TX0005586225	HMH Education Company Limited		HMH Consumer Company
Card Shop Plus! Deluxe, CD.	TX0005586227	HMH Education Company Limited		HMH Consumer Company
Carmen Sandiego math detective v.1.0	TX0005746450	HMH Education Company Limited		HMH Consumer Company
Carmen Sandiego word detective	TX0005746437	HMH Education Company Limited		HMH Consumer Company
Carmen Sandiego's great chase through time	TX0005746442	HMH Education Company Limited		HMH Consumer Company
Carmen Sandiego's think quick challenge MM	TX0005746436	HMH Education Company Limited		HMH Consumer Company
ClickArt 10,000, Win 95/98/NT4/2000/ME, CD	TX0005601138	HMH Education Company Limited		HMH Consumer Company
ClickArt 250,000	TX0005601114	HMH Education Company Limited		HMH Consumer Company
ClickArt Fonts 2 version 2, Win 95/98/2000/Me/NT/XP, CD	TX0005601128	HMH Education Company Limited		HMH Consumer Company
ClickArt presentation graphics v 1.0, Win 95/98/2000/Me/NT/XP, CD	TX0005601127	HMH Education Company Limited		HMH Consumer Company
Clue Finders 3rd Grade Adventures	TX0005732783	HMH Education Company Limited		HMH Consumer Company
Clue Finders 3rd grade adventures	TX0005732792	HMH Education Company Limited		HMH Consumer Company
Clue Finders 3rd grade adventures	TX0005732800	HMH Education Company Limited		HMH Consumer Company
Clue Finders 3rd grade adventures: version 2.4	TX0005790166	HMH Education Company Limited		HMH Consumer Company
Clue Finders 4th grade adventures	TX0005732776	HMH Education Company Limited		HMH Consumer Company
Clue Finders 4th grade adventures	TX0005732789	HMH Education Company Limited		HMH Consumer Company
Clue Finders 4th grade adventures	TX0005732798	HMH Education Company Limited		HMH Consumer Company
Clue Finders 4th grade adventures	TX0005732801	HMH Education Company Limited		HMH Consumer Company

Execution Version

Product Title	Reg Num	Claimant Name	Renew Num	Current Owner
Clue Finders 5th grade adventures	TX0005732786	HMH Education Company Limited		HMH Consumer Company
Clue Finders 5th grade adventures	TX0005732793	HMH Education Company Limited		HMH Consumer Company
Clue Finders 5th grade adventures	TX0005732794	HMH Education Company Limited		HMH Consumer Company
Clue Finders 5th grade adventures	TX0005732797	HMH Education Company Limited		HMH Consumer Company
Clue Finders 6th grade adventures	TX0005732772	HMH Education Company Limited		HMH Consumer Company
Clue Finders 6th grade adventures	TX0005732791	HMH Education Company Limited		HMH Consumer Company
Clue Finders 6th grade adventures	TX0005732795	HMH Education Company Limited		HMH Consumer Company
Clue Finders 6th grade adventures	TX0005732796	HMH Education Company Limited		HMH Consumer Company
Clue Finders math adventures	TX0005732771	HMH Education Company Limited		HMH Consumer Company
Clue Finders Reading adventure ages 9/12	TX0005732785	HMH Education Company Limited		HMH Consumer Company
Clue Finders the incredible Toy Store Adventure!	TX0005732779	HMH Education Company Limited		HMH Consumer Company
Cosmopolitan virtual Makeover, 2002 deluxe suite	TX0005601119	HMH Education Company Limited		HMH Consumer Company
Mavis Beacon teaches typing 12 deluxe: version 1.0	TX0005746454	HMH Education Company Limited		HMH Consumer Company
Mavis Beacon teaches typing 12: standard: version 1.0	TX0005746453	HMH Education Company Limited		HMH Consumer Company
Oregon Trail 5, version 1.01	TX0005734401	HMH Education Company Limited		HMH Consumer Company
PrintMaster Gold 11, Windows 95/98/2000/Me/NT4 CD	TX0005586256	HMH Education Company Limited		HMH Consumer Company
PrintMaster homework helpers: v1.0, Windows 95/98/2000/Me, Windows NT4, Windows XP	TX0005595384	HMH Education Company Limited		HMH Consumer Company
PrintMaster party & crafts creator: v. 1.0 (Win 95/98/Me/NT4/2000/XP CD	TX0005586226	HMH Education Company Limited		HMH Consumer Company
PrintMaster Platinum 11 (Win 95/98/2000/Me/NT4 CD)	TX0005586213	HMH Education Company Limited		HMH Consumer Company
PrintMaster Silver 11 (Win 95/98/2000/Me/NT4 CD)	TX0005586230	HMH Education Company Limited		HMH Consumer Company
PrintMaster: gold 12	TX0005601122	HMH Education Company Limited		HMH Consumer Company
PrintMaster: silver 12	TX0005601110	HMH Education Company Limited		HMH Consumer Company

Execution Version

Product Title	Reg Num	Claimant Name	Renew Num	Current Owner
PrintShop ProPublisher : version 12 : Windows 95/98/2000/Me/XP, Windows NT4 CD/ROM.	TX0005595385	HMH Education Company Limited		HMH Consumer Company
PrintShop ProPublisher: version 12: Windows 95/98/2000/Me/XP, Windows NT4 CD/ROM	TX0005595385	HMH Education Company Limited		HMH Consumer Company
Reader Rabbit 1 classic: v. Win 1.21, v. Mac 1.0.1	TX0005747414	HMH Education Company Limited		HMH Consumer Company
Reader Rabbit 1st Grade	TXu001100629	HMH Education Company Limited		HMH Consumer Company
Reader Rabbit 1st Grade Capers on Cloud Nine: ver. 1.01	TX0005747416	HMH Education Company Limited		HMH Consumer Company
Reader Rabbit 1st grade workbook	TXu001097817	HMH Education Company Limited		HMH Consumer Company
Reader Rabbit 2nd Grade	TX0005747418	HMH Education Company Limited		HMH Consumer Company
Reader Rabbit 2nd Grade	TX0005747418	HMH Education Company Limited		HMH Consumer Company
Reader Rabbit 2nd Grade	TXu001100630	HMH Education Company Limited		HMH Consumer Company
Reader Rabbit 2nd Grade Mis/cheese/ious Dreamship adventures: version 1.01	TX0005747417	HMH Education Company Limited		HMH Consumer Company
Reader Rabbit 2nd Grade, version 1.1	TX0005732777	HMH Education Company Limited		HMH Consumer Company
Reader Rabbit 3	TX0005746425	HMH Education Company Limited		HMH Consumer Company
Reader Rabbit bounce down in Balloon Town! kindergarten	TX0005732773	HMH Education Company Limited		HMH Consumer Company
Reader Rabbit Kindergarten workbook	TXu001097818	HMH Education Company Limited		HMH Consumer Company
Reader Rabbit kindergarten, 2002	TXu001100626	HMH Education Company Limited		HMH Consumer Company
Reader Rabbit learn to read with phonics	TX0005746426	HMH Education Company Limited		HMH Consumer Company
Reader Rabbit learn to read with phonics, version 1.2	TX0005734383	HMH Education Company Limited		HMH Consumer Company
Reader Rabbit math 4/6: v. 1.2	TX0005732775	HMH Education Company Limited		HMH Consumer Company
Reader Rabbit Mis/cheese/ious Dreamship Adventures!: 2nd grade	TX0005732777	HMH Education Company Limited		HMH Consumer Company
Reader Rabbit playtime for baby & toddler	TX0005734385	HMH Education Company Limited		HMH Consumer Company
Reader Rabbit preschool	TXu001100628	HMH Education Company Limited		HMH Consumer Company
Reader Rabbit preschool sparkle star rescue	TX0005746427	HMH Education Company Limited		HMH Consumer Company

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Product Title	Reg Num	Claimant Name	Renew Num	Current Owner
Reader Rabbit preschool workbook	TXu001097816	HMH Education Company Limited		HMH Consumer Company
Reader Rabbit Reading 1: version 2.04	TX0005747415	HMH Education Company Limited		HMH Consumer Company
Reader Rabbit Reading 2: version 2.03	TX0005747419	HMH Education Company Limited		HMH Consumer Company
Reader Rabbit thinking adventures 4/6	TX0005734384	HMH Education Company Limited		HMH Consumer Company
Reader Rabbit: Bounce down in Balloon Town	TX0005785505	HMH Education Company Limited		HMH Consumer Company
Reader Rabbit: I can read v. 1.01	TXu001100632	HMH Education Company Limited		HMH Consumer Company
Reader Rabbit: I can read with Phonics!: version 1.01	TX0005747420	HMH Education Company Limited		HMH Consumer Company
Reader Rabbit: I can read with Phonics!: version 1.1	TX0005734398	HMH Education Company Limited		HMH Consumer Company
Reader rabbit: I can read with phonics	TXu001100631	HMH Education Company Limited		HMH Consumer Company
Reader Rabbit: Mis/cheese/ious Dreamship Adventures	TX0005785509	HMH Education Company Limited		HMH Consumer Company
Reader Rabbit's interactive reading journey 1	TX0005785506	HMH Education Company Limited		HMH Consumer Company
Reading trek, grades 4/6 web project: version 1.0	TXu001119048	HMH Education Company Limited		HMH Consumer Company
Riverdeep Logal Express Web version math	TXu001100633	HMH Education Company Limited		HMH Consumer Company
School house rock! science rock	TX0005746443	HMH Education Company Limited		HMH Consumer Company
School House Rock, grammar rock	TX0005746428	HMH Education Company Limited		HMH Consumer Company
Schoolhouse Rock: Math Rock	TX0005747423	HMH Education Company Limited		HMH Consumer Company
Scooby/Doo: jinx at the Sphinx, version 1.0	TX0005734388	HMH Education Company Limited		HMH Consumer Company
StarFlyers: alien space chase: v. 1.0	TX0005746451	HMH Education Company Limited		HMH Consumer Company
StarFlyers: royal jewel rescue	TX0005746423	HMH Education Company Limited		HMH Consumer Company
The Princeton review: algebra edge: grade builder algebra 1: version 1.0	TX0005776502	HMH Education Company Limited		HMH Consumer Company
The Princeton Review: inside the SAT & ACT	TX0005746439	HMH Education Company Limited		HMH Consumer Company
The Print Shop 12, Win 95/98/2000/Me/NT4/2000/XP, CD	TX0005601137	HMH Education Company Limited		HMH Consumer Company
The Print Shop CD label creator v 1.0, Win 95/98/Me/NT4/2000/XP, CD	TX0005601141	HMH Education Company Limited		HMH Consumer Company
The Print Shop deluxe for broadband: version 15	TX0005601109	HMH Education Company Limited		HMH Consumer Company

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Product Title	Reg Num	Claimant Name	Renew Num	Current Owner
The Print Shop Deluxe: version 15	TX0005601118	HMH Education Company Limited		HMH Consumer Company
The Print Shop Essentials 12, Win 95/98/Me/NT4/2000/XP, CD	TX0005601140	HMH Education Company Limited		HMH Consumer Company
The Print Shop Letterhead Envelopes & More!	TX0005601108	HMH Education Company Limited		HMH Consumer Company
The print Shop photo pro version 2, Win95/98/2000/NT4 CD	TX0005586257	HMH Education Company Limited		HMH Consumer Company
The Print shop Pro Publisher Deluxe 15, Win 98/98se/NT4/SP6/Me/2000/XP, CD	TX0005601142	HMH Education Company Limited		HMH Consumer Company
The Print Shop Pro Publishers: version 15	TX0005601117	HMH Education Company Limited		HMH Consumer Company
The Print Shop Publisher 2000: v. 10 (Win 95/98/NT CD)	TX0005586228	HMH Education Company Limited		HMH Consumer Company
The PrintShop Brochures, Newsletters & More!	TX0005601123	HMH Education Company Limited		HMH Consumer Company
The PrintShop business card Creator : v1.0, Windows 95/98/2000/Me, Windows NT4, Windows XP.	TX0005595383	HMH Education Company Limited		HMH Consumer Company
The PrintShop deluxe: version 12	TX0005601120	HMH Education Company Limited		HMH Consumer Company
The PrintShop for Mac	TX0005601111	HMH Education Company Limited		HMH Consumer Company
The PrintShop photo workshop	TX0005601121	HMH Education Company Limited		HMH Consumer Company
The PrintShop: version 15	TX0005601125	HMH Education Company Limited		HMH Consumer Company
Where in the US is Carmen Sandiego?	TX0005746448	HMH Education Company Limited		HMH Consumer Company
Where in the USA is Carmen Sandiego?	TX0005776504	HMH Education Company Limited		HMH Consumer Company
Where in the USA is Carmen Sandiego?: ages 8/12	TX0005776503	HMH Education Company Limited		HMH Consumer Company
Where in the world is Carmen Sandiego? V. 3.5	TX0005747413	HMH Education Company Limited		HMH Consumer Company
Where in the world is Carmen Sandiego?: ages 8/12	TX0005776503	HMH Education Company Limited		HMH Consumer Company
Where in time is Carmen Sandiego : v.3.0.1.	TX0005814413	HMH Education Company Limited		HMH Consumer Company
Amazon Trail, 3rd edition: Rainforest Adventures.	PA0000910383	Learning Company Properties, Inc.		HMH Consumer Company
Amazon Trail: science & history.	PA0000886145	Learning Company Properties, Inc.		HMH Consumer Company
Reader Rabbit presents Math journey for grades 1/3	PA0000886456	Learning Company Properties, Inc.		HMH Consumer Company

Execution Version

Product Title	Reg Num	Claimant Name	Renew Num	Current Owner
Reader Rabbit's 1st grade	PA0000886146	Learning Company Properties, Inc.		HMH Consumer Company
Reader Rabbit's complete learn to read system	PA0000881723	Learning Company Properties, Inc.		HMH Consumer Company
Reader Rabbit's Interactive Reading Journey	PA00009293353	Learning Company Properties, Inc.		HMH Consumer Company
Reader Rabbit's Interactive reading journey : for grades 1/2	PA0000886458	Learning Company Properties, Inc.		HMH Consumer Company
Reader Rabbit's Interactive reading journey : for grades K/1	PA0000886457	Learning Company Properties, Inc.		HMH Consumer Company
Reader Rabbit's math	PA0000923343	Learning Company Properties, Inc.		HMH Consumer Company
Reader Rabbit's Math 1: build a foundation of early math skills	PA0000886455	Learning Company Properties, Inc.		HMH Consumer Company
Reader Rabbit's math, ages 4/6	PA0000923365	Learning Company Properties, Inc.		HMH Consumer Company
Reader Rabbit's Preschool: ages 3/5	PA0000910365	Learning Company Properties, Inc.		HMH Consumer Company
Reader Rabbit's Reading	PA0000923353	Learning Company Properties, Inc.		HMH Consumer Company
Reader Rabbit's Reading 2: ages 4/6	PA0000923366	Learning Company Properties, Inc.		HMH Consumer Company
Reader Rabbit's 2nd Grade	PA0000905182	Learning Company Properties, Inc.		HMH Consumer Company
The Clue Finders' 3rd grade adventures	PA0000886454	Learning Company Properties, Inc.		HMH Consumer Company
The Clue Finders' math: ages 9/12	PA0000923364	Learning Company Properties, Inc.		HMH Consumer Company
The ClueFinders' 4th grade adventures : ages 8/10.	PA0000903411	Learning Company Properties, Inc.		HMH Consumer Company
Reader Rabbit playtime for baby	PA0000965505	Mattel, Inc.		HMH Consumer Company
The Clue Finders' 5th grade adventures; ages 9/11+	PA0000954472	Mattel, Inc.		HMH Consumer Company
Mavis Beach teaches typing: ages 6 & up.	PA0000829476	Mindscape, Inc.		HMH Consumer Company
Mavis Beacon teaches typing : ages 6 & up	PA0000829476	Mindscape, Inc.		HMH Consumer Company
Mavis Beacon Teaches Typing!	PA0000842114	Mindscape, Inc.		HMH Consumer Company
Mavis Beacon Teaches Typing! : for kids.	PA0000772668	Mindscape, Inc.		HMH Consumer Company
Mavis Beacon teaches typing.	PA0000910387	Mindscape, Inc.		HMH Consumer Company
PrintMaster gold	PA0000871425	Mindscape, Inc.		HMH Consumer Company
Printmaster gold classic.	PA0000871429	Mindscape, Inc.		HMH Consumer Company



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Product Title	Reg Num	Claimant Name	Renew Num	Current Owner
Printmaster gold deluxe	PA0000842115	Mindscape, Inc.		HMH Consumer Company
Printmaster gold deluxe	PA0000871442	Mindscape, Inc.		HMH Consumer Company
Printmaster gold publishing suite	PA0000873454	Mindscape, Inc.		HMH Consumer Company
Printmaster platinum.	PA0000871443	Mindscape, Inc.		HMH Consumer Company
Printmaster publishing suite 2.1	PA0000822405	Mindscape, Inc.		HMH Consumer Company
Mavis Beach Teaches Typing: version 5.	PA0000829159	Mindscape, Inc.		HMH Consumer Company
PrintMaster gold bonus back.	PA0000864835	Mindscape, Inc.		HMH Consumer Company
Arthur's kindergarten v1.0 CD/ROM	TX0005201038	TLC Education Properties LLC		HMH Consumer Company
Cartoon Network Scooby/Dool Phantom of the Knight	PA0001010446	TLC Education Properties LLC		HMH Consumer Company
ClueFinders 3rd grade adventures	PA0001023597	TLC Education Properties LLC		HMH Consumer Company
ClueFinders 4th grade adventures	PA0001024018	TLC Education Properties LLC		HMH Consumer Company
ClueFinders Math adventures. Ages 9/12	PA0001024019	TLC Education Properties LLC		HMH Consumer Company
ClueFinders search & solve adventures	PA0000973391	TLC Education Properties LLC		HMH Consumer Company
Dr. Seuss kindergarten v2.0, CD/ROM	TX0005201040	TLC Education Properties LLC		HMH Consumer Company
Dr. Seuss reading games v1.0, CD/ROM	TX0005201034	TLC Education Properties LLC		HMH Consumer Company
Little Bear preschool thinking adventures	TX0005201009	TLC Education Properties LLC		HMH Consumer Company
Little bear toddler discovery adventures v1.0 CD/ROM	TX0005201039	TLC Education Properties LLC		HMH Consumer Company
Showdown in ghost town	PA0001013720	TLC Education Properties LLC		HMH Consumer Company
The ClueFinders reading adventures : ages 9/12	PA0001013726	TLC Education Properties LLC		HMH Consumer Company
Arthur's 2nd grade v1.0, WIN/MAC CD/ROM	TX0005201037	TLC Education Properties, LLC		HMH Consumer Company
Arthur's adventures with D.W. v1.0, CD/ROM.	TX0005201035	TLC Education Properties, LLC		HMH Consumer Company
Arthur's camping adventure: v1.0.	TX0005190553	TLC Education Properties, LLC		HMH Consumer Company
Arthur's computer adventure, version 1.0, CD/ROM, Win 3.1/95/98 & Mac.	TX0005306677	TLC Education Properties, LLC		HMH Consumer Company
Arthur's math games.	TX0005190570	TLC Education Properties, LLC		HMH Consumer Company

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Product Title	Reg Num	Claimant Name	Renew Num	Current Owner
ClueFinders 6th grade adventures.	PA0001024020	TLC Education Properties, LLC		HMH Consumer Company
Dr. Seuss preschool, version 2.0, CD/ROM, Win 95/98 & Mac.	TX0005306684	TLC Education Properties, LLC		HMH Consumer Company
Dr. Seuss reading game v1.0, CD/ROM.	TX0005201034	TLC Education Properties, LLC		HMH Consumer Company
Little Bear Kindergarten Thinking Adventures	TX 0005233495	TLC Education Properties, LLC		HMH Consumer Company
Little Bear Kindergarten Thinking Adventures, v1.0, CD/ROM.	TX0005233495	TLC Education Properties, LLC		HMH Consumer Company
Little Bear Preschool Thinking Adventures	TX 0005201009	TLC Education Properties, LLC		HMH Consumer Company
Maurice Sendak's Little Bear Rainy Day Activities, version 1.0, CD/ROM, Win 95/98/NT 4.0.	TX0005306680	TLC Education Properties, LLC		HMH Consumer Company
Mavis Beacon teaches typing.	PA0001030996	TLC Education Properties, LLC		HMH Consumer Company
Oregon Trail.	PA0000953931	TLC Education Properties, LLC		HMH Consumer Company
Pokemon gotta make 'em all project studio red version 1.0, CD/ROM.	TX0005201036	TLC Education Properties, LLC		HMH Consumer Company
Pokemon gotta make 'em all! Project Studio blue version 1.0, Win 95/98, CD/ROM	TX0005306683	TLC Education Properties, LLC		HMH Consumer Company
Road Adventures USA : ages 10 & up / The Learning Company.	PA0001030995	TLC Education Properties, LLC		HMH Consumer Company
American Greetings CreatCard gold version 5, Win95/98 NT, CD_ROM	TX0005306675	TLC Productivity Properties, LLC		HMH Consumer Company
American Greetings print! premium version 3, Win 95/98/NT, CD/ROM	TX0005306681	TLC Productivity Properties, LLC		HMH Consumer Company
American Greetings spiritual expressions, version 3, Win 95/98/NT, CD/ROM	TX0005306682	TLC Productivity Properties, LLC		HMH Consumer Company
Arthur's 1st grade v1.0, CD/ROM	TX0005190550	TLC Productivity Properties, LLC		HMH Consumer Company
Arthur's preschool, v1.0, CD/ROM.	TX0005190549	TLC Productivity Properties, LLC		HMH Consumer Company
Cosmopolitan fashion makeover.	TX0005190565	TLC Productivity Properties, LLC		HMH Consumer Company
Cosmopolitan virtual makeover 2.	TX0005190567	TLC Productivity Properties, LLC		HMH Consumer Company
Cosmopolitan virtual makeover version 3, Win 95/98/2000 NT, CD/ROM.	TX0005306679	TLC Productivity Properties, LLC		HMH Consumer Company
PrintMaster gold 10	TX0005328989	TLC Productivity Properties, LLC		HMH Consumer Company

Execution Version

Product Title	Reg Num	Claimant Name	Renew Num	Current Owner
The Pintshop version II, win 95/98/2000/NT 4, CD/ROM Calendar Creator 4.0.	TX0005190548	TLC Productivity Properties, LLC		HMH Consumer Company
	TX0004624092	TLC Properties, Inc.		HMH Consumer Company
Deluxe! Math Rabbit: builds preschool through first/grade math and thinking skills	PA0000868903	TLC Properties, Inc.		HMH Consumer Company
Reader Rabbit 1, reading and phonics: CD/ROM Windows 95, Windows 3.1, Macintosh.	TX0004571440	TLC Properties, Inc.		HMH Consumer Company
Reader Rabbit Interactive Reading Journey 2	PA0000826708	TLC Properties, Inc.		HMH Consumer Company
Reader Rabbit Kindergarten: develops a full year of reading, math, and early thinking skills	PA0000868904	TLC Properties, Inc.		HMH Consumer Company
Reader Rabbit's Preschool.	PA0000868897	TLC Properties, Inc.		HMH Consumer Company
Reader Rabbit's Reading 2: develop skills for successful reading.	PA0000842116	TLC Properties, Inc.		HMH Consumer Company
Reader Rabbit's ready for letters.	PA0000842124	TLC Properties, Inc.		HMH Consumer Company
Reader Rabbit's Toddler: CD/ROM Windows 95, Windows 3.1, Macintosh.	TX0004571439	TLC Properties, Inc.		HMH Consumer Company
The Oregon Trail: Pioneer Adventures.	PA0000876393	TLC Properties, Inc.		HMH Consumer Company
Calendar Creator	PA0000876392	TLC Properties, Inc.		HMH Consumer Company

Consumer Trademarks

Trademark	Owner	Country	Class	Filing Number	Filing Date	Reg. No.	Reg Date	PTO Status
ADVENTURE WORKSHOP	HMH Consumer Company	United States	9	76543144	26/08/2003	2871322	10/08/2004	REGISTERED
AN OCEAN ADVENTURE	HMH Consumer Company	United States	9	75476726	29/04/1998	2304825	28/12/1999	REGISTERED
BRODERBUND	HMH Consumer Company	United States	9	76340670	23/11/2001	2618094	10/09/2002	REGISTERED
CARMEN SANDIEGO JUNIOR DETECTIVE EDITION	HMH Consumer Company	United States	28	74682960	01/06/1995	2007255	08/10/1996	REGISTERED
CARMEN SANDIEGO WORD DETECTIVE	HMH Consumer Company	United States	9	75286477	05/05/1997	2304536	28/12/1999	REGISTERED
CLICKART	HMH Consumer Company	United States	9	73479993	10/05/1984	1316792	29/01/1985	REGISTERED
Design [CLICKART logo]	HMH Consumer Company	United States	9	75326410	15/07/1997	2176867	28/07/1998	REGISTERED
DOWNLOAD ZONE	HMH Consumer Company	United States	42	75130073	05/07/1996	2140133	03/03/1998	REGISTERED
FAMILY LAWYER	HMH Consumer Company	United States	9	74673628	15/05/1995	2039432	18/02/1997	REGISTERED
FOOLPROOF	HMH Consumer Company	United States	9, 16	74482636	25/01/1994	1926732	10/10/1995	REGISTERED
MAVIS BEACON	HMH Consumer Company	United States	9	74666624	27/04/1995	2070388	10/06/1997	REGISTERED
MAVIS BEACON TEACHES TYPING!	HMH Consumer Company	United States	9	73679385	19/08/1987	1503670	13/09/1988	REGISTERED
PRINTMASTER	HMH Consumer Company	United States	9	85093906	27/07/2010	3900806	04/01/2011	REGISTERED

Trademark	Owner	Country	Class	Filing Number	Filing Date	Reg. No.	Reg Date	PTO Status
READER RABBIT	Consumer Company HMH	United States	16	76488490	10/02/2003	2998655	20/09/2005	REGISTERED
READER RABBIT	Consumer Company HMH	United States	9	73610683	21/07/1986	1430966	03/03/1987	REGISTERED
READER RABBIT'S KINDERGARTEN	Consumer Company HMH	United States	9	75290307	12/05/1997	2194347	06/10/1998	REGISTERED
READER RABBIT'S PRESCHOOL	Consumer Company HMH	United States	9	75290308	12/05/1997	2191555	22/09/1998	REGISTERED
READER RABBIT'S TODDLER	Consumer Company HMH	United States	9	75290305	12/05/1997	2191554	22/09/1998	REGISTERED
SMARTSTUFF	Consumer Company HMH	United States	9	74482637	25/01/1994	1939206	05/12/1995	REGISTERED
STARFLYERS	Consumer Company HMH	United States	9	76347324	10/12/2001	2919346	18/01/2005	REGISTERED
STARFLYERS & design	Consumer Company HMH	United States	9	76487249	04/02/2003	2794386	16/12/2003	REGISTERED
STORYBOOK WEAVER	Consumer Company HMH	United States	9	74260357	30/03/1992	1769401	04/05/1993	REGISTERED
THE AMAZON TRAIL	Consumer Company HMH	United States	28	74381595	20/04/1993	1850384	16/08/1994	REGISTERED
THE CLUEFINDERS	Consumer Company HMH	United States	9	75367142	01/10/1997	2286308	12/10/1999	REGISTERED
THE COMPLETE REFERENCE COLLECTION	Consumer Company HMH	United States	9	75373321	15/10/1997	2273150	24/08/1999	REGISTERED
THE LEARNING	Consumer Company HMH	United States	9, 16	73460469	11/01/1984	1347323	09/07/1985	REGISTERED

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Trademark	Owner	Country	Class	Filing Number	Filing Date	Reg. No.	Reg Date	PTO Status
COMPANY	Consumer Company HMH	States						
THE OREGON TRAIL	Consumer Company HMH	United States						
THE PRINT SHOP	Consumer Company HMH	United States	28	74310889	02/09/1992	1771617	18/05/1993	REGISTERED
THE PRINT SHOP ESSENTIALS	Consumer Company HMH	United States	9	73536250	06/05/1985	1395538	03/06/1986	REGISTERED
TLC & design	Consumer Company HMH	United States	9	75480194	06/05/1998	2414416	19/12/2000	REGISTERED
TLC THE LEARNING COMPANY & design	Consumer Company HMH	United States	9	75243721	18/02/1997	2200440	27/10/1998	REGISTERED
WHERE IN THE U.S.A. IS CARMEN SANDIEGO?	Consumer Company HMH	United States	9	75243723	18/02/1997	2364846	04/07/2000	REGISTERED
WHERE IN THE WORLD IS CARMEN SANDIEGO?	Consumer Company HMH	United States	28	73673482	20/07/1987	1483655	05/04/1988	REGISTERED
WHERE IN THE WORLD IS CARMEN SANDIEGO?	Consumer Company HMH	United States	9	75291775	14/05/1997	2223676	16/02/1999	REGISTERED
READER RABBIT	Consumer Company HMH	Australia	9	73551947	05/08/1985	1383516	18/02/1986	REGISTERED
THE LEARNING COMPANY & design	Consumer Company HMH	Australia	9	483117	10/03/1988	A483117	10/03/1988	REGISTERED
TLC	Consumer Company HMH	Australia	9	42005	20/12/1984	B420052	09/08/1989	REGISTERED
THE LEARNING COMPANY	Consumer Company HMH	Canada	9, 28	725334	08/01/1997	725334	08/01/1997	REGISTERED
BRODERBUND	Consumer Company HMH	China P.R.	9	708987	14/07/1992	TMA492467	06/04/1998	REGISTERED
			9	6625935	28/03/2008	6625935	14/05/2010	REGISTERED

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