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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): <u>Riverdeep Group PLC</u> <u>1/2/02</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - <u>State</u> <u>Ireland</u> <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Riverdeep Interactive</u> <u>Internal Learning Limited</u> Address: _____ <u>3rd Floor, Styne House</u> Street Address: <u>Upper Hatch Street</u> City: <u>Dublin</u> State: <u>Ireland</u> Zip: <u>2</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation - <u>State</u> <u>Ireland</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>December 14, 2001</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <u>76079951</u></p>	<p>B. Trademark Registration No.(s)</p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Stanton J. Lovenworth, Esq.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>Dewey Ballantine LLP</u> <u>1301 Avenue of the Americas</u></p> <p>City: <u>New York</u> State: <u>NY</u> Zip: <u>10019</u></p>	<p>6. Total number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>N/A</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Stanton J. Lovenworth [Signature] 12/19/01
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 4

01/14/2002 DBYRNE 00000621 76079951
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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002423 FRAME: 0878

Designation of Domestic Representative

Assignee hereby designates Riverdeep Interactive Learning Limited, whose address is 125 Cambridge Drive, Cambridge, Massachusetts 02140, as its representative upon whom notice or process in proceedings affecting the mark may be served.

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, made as of the 1st day of December, 2001, from Riverdeep Group plc, a corporation organized under the laws of Ireland having a place of business at 3rd Floor, Styne House, Upper Hatch Street, Dublin 2, Ireland (hereinafter referred to as "Assignor") to Riverdeep Interactive Learning Limited, a corporation organized under the laws of Ireland having a place of business at 3rd Floor, Styne House, Upper Hatch Street, Dublin 2, Ireland (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the owner of the trademark EDCONNECT and the United States trademark and/or service mark registration application serial no. 76079951 filed June 28, 2000 (hereinafter referred to as "Trademark"); and

WHEREAS, Assignee is desirous of acquiring the Trademark; and

WHEREAS, Assignee is acquiring from Assignor the entire business to which the Trademark pertains;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, convey and assign unto Assignee Assignor's entire right, title and interest in and to the Trademark, in the United States and all jurisdictions outside the United States, together with the goodwill of the business appurtenant thereto and which is symbolized thereby, including the right to apply for trademark registrations outside the United States based in whole or in part upon said Trademark, and the right to renew the trademark registrations and any trademark registrations which shall issue from the applications included in the Trademark, and every priority right that is or may be predicated upon or arise from said Trademark, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damages by reason of past infringement of said Trademark with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations and applications for the Trademark to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademark, in accordance with this Trademark Assignment.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its proper officer thereunto duly authorized, as of the date first above written.

ASSIGNOR:

Riverdeep Group PLC

By: [Signature]
Name: GAIL E. PIERSON
Title: PRESIDENT/COO

STATE OF Mass }
 } ss:
COUNTY OF Middlesex }

Before me, the undersigned, a Notary Public of the State of Mass, personally appeared Gail E. Pierson, having been sworn by me according to law did depose and say he was the President/COO of Riverdeep Group PLC (the "Assignor") and did acknowledge the execution of the foregoing Trademark Assignment on behalf of said Assignor.

WITNESS my hand and notarial seal this 14 day of December, 2001.

[Signature]
ROBERTA P. COOK

ASSIGNEE:

Riverdeep Interactive Learning Limited

By: [Signature]
Name: WILLIAM H. BURKE
Title: EVP AND CFO

