05-07-2003

REC( Form **PTO-1594** (Rev. 10/02)

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

OMB No. 0651-0027 (exp. 6/30/2005) 1 02  Tab settings ⇒ ⇒ ▼ ▼ ▼	441106
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.	
1. Name of conveying party(ies):  Global Protection Corp.  Individual(s)  General Partnership  Corporation-State  Other  Additional name(s) of conveying party(ies) attached? Yes No	2. Name and address of receiving party(ies)  Name:Addison-Wesley Educational Publishers Inc.  Internal Address:  Street Address:_1_Jacob Way  City:ReadingState:MA_Zip:_01867 Individual(s) citizenship  Association  General Partnership
3. Nature of conveyance:  Assignment Merger  Security Agreement Change of Name  Other  Execution Date: November 18, 2002	Limited Partnership  Corporation-State Delaware  Other  If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address( es) attached? Yes No
4. Application number(s) or registration number(s):  A. Trademark Application No.(s)  75/331,620	B. Trademark Registration No.(s)
Additional number(s) att  5. Name and address of party to whom correspondence concerning document should be mailed:  Name: Carole F. Barrett, Esq.	6. Total number of applications and registrations involved:
Internal Address:	7. Total fee (37 CFR 3.41)\$  Enclosed  Authorized to be charged to deposit account
Street Address: 3 Embarcardero Center, 7th Floor	8. Deposit account number:  08.2792
City: San Francisco State: CA Zip: 94111-4024  DO NOT USE THIS SPACE	
9. Signature.  Carole F. Barrett  April 4_, 2003	
Name of Person Signing Signature Total number of pages including cover sheet, attachments, and document:  3 Date	
Mail documents to be recorded with required cover sheet information to:	

Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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**TRADEMARK** REEL: 002725 FRAME: 0929 ASSIGNMENT OF TRADEMARK RIGHTS

This Agreement is by and between Global Protection Corp., a Massachusetts corporation

("Assignor"), and Addison-Wesley Educational Publishers Inc., a Delaware corporation

("Assignee");

WHEREAS, Assignor has adopted and is using DICK N' JANE (the "Mark") in the

United States and throughout the world and is the applicant for Trademark Application Serial

No. 75/331,620 for the Mark pending before the United States Patent and Trademark Office;

WHEREAS, Assignor is desirous of assigning the Mark pursuant to the Settlement

Agreement and Mutual Release, dated 11/18/02, 2002;

THEREFORE, for good and valuable consideration, receipt of which is hereby

acknowledged, Assignor does sell, assign, transfer, set over, and otherwise convey to Assignee

any and all of Assignor's worldwide right, title, and interest in and to the Mark, including

trademarks, service marks, trade names, and logos ("Assigned Marks"), together with that part of

the goodwill of the Assignor's business conducted under or otherwise symbolized by the Mark,

and including all recordations, registrations, and applications related to the Assigned Marks

worldwide and including all claims and rights associated with the Assigned Marks including the

right to bring and maintain actions for past, present, and future infringement.

Assignor hereby covenants and agrees reasonably to cooperate with Assignee to enable

Assignee to enjoy to the fullest extent the rights, title, and interest herein conveyed in the United

States and throughout the world, including providing assistance as reasonably deemed necessary

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Assignment of DICK N' JANE from Global Protection Corp. to Addison-Wesley Educational Publishers Inc.

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TRADEMARK REEL: 002725 FRAME: 0930 or desirable by Assignee for perfecting in Assignee the rights, title, and interest herein conveyed and complying with any duty of disclosure; provided that Assignee will bear all costs in

connection with such assistance that it requests.

Assignor hereby warrants and represents that Assignor has not entered into, and will not

enter into, any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the undersigned has executed this ASSIGNMENT by its duly

authorized representatives before a Notary Public as of this 18th day of November, 2002.

Global Protection Corp., Assignor

Name

Print Name

Presiden

Title

Date

Notary

Maureen Toland NOTARY PUBLIC

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