


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇔ ⇔ ⇔ ▼	<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): Profiles Corporation  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State - Iowa <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Triumph Learning, LLC</u> Internal Address: <u>c/o Haighs Cross Communications,</u>  Street Address: <u>10 New King Street, Suite 102</u> City: <u>White Plains</u> State: <u>NY</u> Zip: <u>10604</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Delaware limited liability company</u> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment!)</small> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	
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 _____ Execution Date: <u>4/15/2004</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>2198630,</u> <u>2196072, 2198626, 2211140</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Miriam J. Rovner</u> Internal Address: <u>Senior Trademark Paralegal</u> <u>Goodwin Procter LLP</u> Exchange Place Street Address: <u>53 State Street</u> City: <u>Boston</u> State: <u>MA</u> Zip: <u>02109-2881</u>	6. Total number of applications and registrations involved: ..... <span style="border: 1px solid black; padding: 2px;">4</span> 7. Total fee (37 CFR 3.41).....\$ <u>115.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>07-1700</u>	
DO NOT USE THIS SPACE		
9. Signature.  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>Robert M. O'Connell, Jr.</u>            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: right;"> <u>April 30, 2004</u>            Date         </div> </div> <div style="text-align: center; margin-top: 5px;">         Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">4</span> </div>		

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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

039341-144084/284

**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT ("Trademark Assignment") is made this 15<sup>th</sup> day of April, 2004 by PROFILES CORPORATION, an Iowa corporation ("Assignor"), whose address is 507 Highland Avenue, Iowa City, Iowa 52240, in favor of TRIUMPH LEARNING, LLC, a Delaware limited liability company ("Assignee"), whose address is c/o Hights Cross Communications, Inc., 10 New King Street, Suite 102, White Plains, NY 10604.

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of March 6, 2004 (the "Agreement"); and

WHEREAS, all of the registered trademarks included within the Seller Marks (as such term is defined in the Agreement) are set forth on Exhibit A attached hereto; and

WHEREAS, pursuant to the Agreement, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee all of its right, title and interest in and to the Seller Marks, including, without limitation, the Seller Marks listed on Exhibit A attached hereto, together with the goodwill of the business appurtenant thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers unto Assignee, and its successors and assigns, the entire right, title and interest in and to the Seller Marks, together with the good will of the business symbolized by the Seller Marks, and any trademark registration issued by any governmental agency in connection therewith, and further including: all income, royalties, and damages now and hereafter due and/or payable to Assignor, including without limitation, damages and payments for past or future infringements and misappropriations thereof, all rights to sue for past, present and future infringements, dilutions, or misappropriations thereof, and all rights corresponding to any of the above throughout the world;

AND THE ASSIGNOR HEREBY authorizes and requests the Commissioner of the United States Patent and Trademark Office and any Official of any state, country or countries foreign to the United States, whose duty is to issue trademark registration or other evidence or forms of intellectual property protection on applications as aforesaid, to issue the same to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND THE ASSIGNOR HEREBY COVENANTS and agrees that Assignor will communicate to Assignee, its successors, legal representatives and assigns, any facts known to Assignor respecting the Seller Marks, sign all lawful papers, make all rightful oaths, and generally do everything reasonably necessary to aid Assignee, its successors, legal representatives and assigns, to obtain and enforce proper protection for the Seller Marks.

IN WITNESS WHEREOF, Assignor caused this Assignment to be duly executed as a sealed instrument by its duly authorized officer on the date set forth below.

PROFILES CORPORATION

By: *Douglas J. Paul*  
Name: Douglas J. Paul  
Title: President

STATE OF IOWA  
JOHNSON COUNTY

SS:

On this 15<sup>th</sup> day of April, 2004, before me, the undersigned, a Notary Public in and for the said State, personally appeared Douglas J. Paul, to me personally known, who being by me duly sworn, did say that he is the President of the corporation executing the within and foregoing instrument; that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Douglas J. Paul as President acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

*Mark T. Hamer*  
Notary Public in and for said State



Exhibit ARegistered Trademarks

<u>Trademark</u>	<u>Reg./Serial No.</u>	<u>Reg. Date/Filing Date</u>
BUCKLE UP!	2198630	October 20, 1998
BLAST OFF!	2196072	October 13, 1998
BUCKLE DOWN!	2198626	October 20, 1998
SHARPEN UP!	2211140	December 15, 1998