

07-26-2004

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

102798859

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

1. Name of conveying party(ies): Crisp Publications Inc. 7-21-04
Individual(s) Association General Partnership Limited Partnership Corporation-State of California Other

2. Name and address of receiving party(ies) Name: Thomson Learning Inc. Internal Address: Street Address: 200 First Stamford Place City: Stamford State: CT Zip: 06902
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State of Delaware Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other

Execution Date: July 9, 2004

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)

B. Trademark Registration No.(s)

2,348,672

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Paula Upson

Internal Address:

The Thomson Corporation

Street Address: 1 Station Place

City: Stamford State: CT Zip: 06902

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41) \$ 215

Enclosed Authorized to be charged to deposit account

8. Deposit account number:

20-0866

(Attach duplicate copy of this page if paying by deposit account)

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.

Paula K. Upson Name of Person Signing

Signature

7/15/04 Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

07/23/2004 ECDOPER 00000024 200866 2348672

01 FC:8521 40.00 DA 02 FC:8522 175.00 DA

TRADEMARK REEL: 003012 FRAME: 0535

ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES

WHEREAS, Crisp Publications, Inc., a California corporation with its principal place of business at 1200 Hamilton Court, Menlo Park, California 94025 (hereinafter referred to as "Assignor"), has used and is using, and/or is intending to use, in its business the trademarks and domain names set forth in **Schedule A**, attached hereto, as well as certain other words, phrases and devices, including product configurations and trade dress, constituting trademarks (which marks may not be identified in **Schedule A**) that are used, have been used or are intended to be used by Assignor in connection with, or are useful to, the development, production, distribution, marketing and sale of workplace training, self-improvement and education products (hereinafter the "Marks");

WHEREAS, Thomson Learning Inc., a Delaware corporation (hereinafter "Assignee"), is desirous of acquiring all of Assignor's right, title and interest in and to the said Marks, together with the goodwill of the business symbolized by the Marks and the registrations thereof and applications therefore, along with that portion of the business to which the Marks pertain;

WHEREAS, it is desired that the assignment of said Marks, and registrations and applications therefore, be made of record in the United States Patent and Trademark Office, and other appropriate Patent and Trademark Offices.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor hereby assigns to Assignee all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and the registrations thereof and applications therefore, along with that portion of the business to which the Marks pertain, and all rights to damages and profits, due or accrued, arising out of past infringements of said Marks, and the right to sue for and recover the same.

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As reasonably requested from time to time by Assignee, Assignor shall execute any additional documents, instruments or conveyances of any kind which may be reasonably necessary to carry out any of the provisions of this Assignment, including, without limitation, putting Assignee in full possession and operating control of the Marks.

CRISP PUBLICATIONS, INC.

By: Michael A. Crisp

Title: CEO & President

Dated: July 9, 2003

STATE OF CALIFORNIA :
COUNTY OF SAN MATEO : SS

Sworn to and subscribed
before me this 9th day
of July, 2003.

Michael Murphy
NOTARY PUBLIC

