

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
4311892 Canada Inc.	FORMERLY Spell Read P.A.T. Learning Systems Inc.	06/05/2006	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Kaplan, Inc.
Street Address:	888 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10106
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2919177	PAT-PHONOLOGICAL AUDITORY TRAINING
Registration Number:	2987645	PAT-PHONOLOGICAL AUDITORY TRAINING
Registration Number:	3029537	PHONOBET
Registration Number:	3029536	PHONOBET
Registration Number:	3070233	SPELL READ P.A.T.
Registration Number:	3070232	SPELLREADP.A.T.
Serial Number:	78738846	SPELLREAD
Serial Number:	78738855	SPELLREAD

CORRESPONDENCE DATA

Fax Number: (212)370-1819
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-661-1400
 Email: rkadden@vonmaltitz.com
 Correspondent Name: Ronald S. Kadden

OP \$215.00 2919177

Address Line 1: 60 East 42nd Street
Address Line 2: Suite 4410
Address Line 4: New York, NEW YORK 10165

ATTORNEY DOCKET NUMBER:	2796
NAME OF SUBMITTER:	Ronald S. Kadden
Signature:	/Ronald S. Kadden/
Date:	07/19/2006

Total Attachments: 6

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TRADE-MARK ASSIGNMENT

THIS AGREEMENT dated the 5th day of June, 2006.

B E T W E E N:

**4311892 Canada Inc. (formerly Spell Read
P.A.T. Learning Systems Inc.),** a corporation
existing under the federal laws of Canada

(the "Assignor")

- and -

Kaplan, Inc., a corporation existing under the laws
of Delaware

(the "Assignee")

WHEREAS, the Assignor is the owner of certain trademarks and registrations, and pending "intent-to-use" applications for registration thereof in the United States Patent and Trademark Office ("USPTO") and the Canadian Intellectual Property Office ("CIPO"), Trademark Branch including the registrations and pending applications set forth more fully in Schedules A and B attached hereto and incorporated by reference herein (the "Trade-marks");

AND WHEREAS, the Assignee is desirous of acquiring the entire right, title and interest in and to the Trade-marks and wishes to confirm its ownership of the right, title and interest in and to the Trade-marks, and any registrations and pending applications for registration therefor;

AND WHEREAS, Assignor executed an Asset Purchase Agreement dated the date hereof, which provides (among other things) for the purchase by the Assignee from the Assignor of the assets of the Assignor, including said Trade-marks;

AND WHEREAS, Assignor intends to use the mark listed in Schedule B in commerce between the U.S. and Canada, and has filed an application with the USPTO based upon its bona fide intent-to-use such marks in commerce, which applications were given the serial numbers shown, but has not yet filed Declarations of Use of the marks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor confirms that it has sold, assigned and transferred, and by these presents, does hereby assign unto Assignee the entire right, title and interest in and to the Trade-marks and the registrations, and pending "intent-to-use" applications thereof identified as part of the entire business or portion thereof to which the marks pertain as required by 15 U.S.C. § 1060, including the common law rights to any confusingly similar registered or unregistered marks which the Assignor has acquired through use, and the copyright in any design marks or logos, together with the goodwill of the business symbolized by said Trade-marks, the same to

be held and enjoyed by the same Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all claims for damages and reason of past infringement of said Trade-marks and their respective registrations, with the right to sue for and collect the same for its own use and behalf and for the use and behalf of its successors, assigns and other legal representatives.

AND the Assignor, on behalf of itself, its successors, assigns and legal representatives, hereby covenants and agrees, without further consideration, to do all such lawful acts and things and to execute such further lawful assignments, documents, assurances, applications and other instruments as reasonably may be required by the Assignee, its successors, assigns or legal representatives, to effect the recordation of the assignment of the Trade-marks, and registration thereof before the proper office or agency, and to obtain any and all registrations or renewals for the Trade-marks and to vest the same in the Assignee, its successors, assigns or legal representatives;

AND Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements in conflict herewith;

AND the Assignor hereby covenants that the Assignee shall peaceably and quietly have, hold, and possess and enjoy the Trade-marks to and for its own use and benefit, free and clear and fully and absolutely released and discharged, at the cost of the Assignor, from all other bargains, sales, gifts, grants, changes and encumbrances whatsoever, and the Assignor hereby indemnifies the Assignee with respect thereto, provided that the Assignee acknowledges that the Assignor has granted certain trade-mark licences which have been disclosed to the Assignee;

AND this Assignment shall enure to the benefit of and be binding upon the heirs, executors, administrators and assigns, or successors and assigns as the case may be, of the parties hereto;

AND this Assignment may be executed in multiple counterparts, each of which when executed will be deemed to be an original, but all of which taken together will constitute one and the same;

AND Assignor agrees that the Assistant Commissioner of Trademarks and the Registrar of Trade-marks are hereby authorized to deliver to its attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment;

AND this assignment shall be effective as of the date first written above;

[Signature Page Follows]

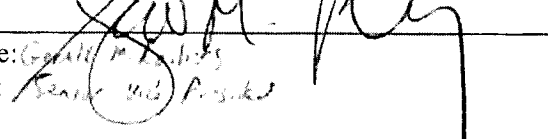
IN WITNESS WHEREOF, the parties have executed this Trade-mark Assignment as of the date first written above.

4311892 CANADA INC.

By: _____
Name:
Title:

ACKNOWLEDGED AND RECEIVED this 5th day of June, 2006.

KAPLAN, INC.

By: 
Name: *Gerald M. Kaplan*
Title: *Senior Vice President*

IN WITNESS WHEREOF, the parties have executed this Trade-mark Assignment as of the date first written above.

4311892 CANADA INC.

By: _____
Name: _____
Title: _____



ACKNOWLEDGED AND RECEIVED this 5th day of June, 2006.

KAPLAN, INC.


By: _____
Name: _____
Title: _____

**SCHEDULE "A"
TRADE-MARKS**

CANADA


Trade-mark	Registration No. (Serial No.)	Registration Date (Filing Date)
 Learning Systems	TMA563,857	June 20, 2002
PHONOBET	TMA544,126	April 25, 2001
PAT-PHONOLOGICAL AUDITORY TRAINING	TMA544,127	April 25, 2001
P.A.T.	TMA509,278	March 12, 1999
	TMA663,891	May 10, 2006
SPELL READ P.A.T.	TMA664,911	May 24, 2006

UNITED STATES

Trade-mark	Registration No. (Serial No.)	Registration Date (Filing Date)
PAT-PHONOLOGICAL AUDITORY TRAINING	2,919,177	January 18, 2005
PAT-PHONOLOGICAL AUDITORY TRAINING	2,987,645	August 23, 2005
PHONOBET	3,029,537	December 13, 2005
PHONOBET	3,029,536	December 13, 2005
SPELL READ P.A.T.	3,070,233	March 21, 2006
	3,070,232	March 21, 2006
SPELLREAD	(78/738,846)	October 24, 2005

**SCHEDULE "B"
TRADE-MARKS**

UNITED STATES

Trade-mark	Registration No. (Serial No.)	Registration Date (Filing Date)
	(78/738,855)	October 24, 2005