

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Velocity, Inc.		01/12/2004	CORPORATION: VERMONT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Thomson Learning Inc.		
<b>Street Address:</b>	200 First Stamford Place		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06902		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2318387	THE AGILE MANAGER SERIES	
<b>Registration Number:</b>	2186897		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(203)539-7774		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	203-539-8795		
<b>Email:</b>	Trademarks@Thomson.com		
<b>Correspondent Name:</b>	The Thomson Corporation		
<b>Address Line 1:</b>	1 Station Place		
<b>Address Line 2:</b>	Paula Upson		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06902		
<b>NAME OF SUBMITTER:</b>	Paula K. Upson		
<b>Signature:</b>	/pku/		
<b>Date:</b>	02/09/2007		

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Total Attachments: 3  
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**TRADEMARK ASSIGNMENT**

This **TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into this 12<sup>th</sup> day of January, 2004, by and between Velocity, Inc. ("Assignor") and Thomson Learning Inc. ("Assignee").

**WHEREAS**, Assignor is the owner of the trademarks, trademark registrations, and applications for trademark registration set forth on Schedule A hereto (the "Trademarks"); and

**WHEREAS**, Assignee desires to purchase all of Assignor's right, title and interest in and to the Trademarks, and the goodwill of the business symbolized thereby.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to assignee all of Assignor's right, title and interest in and to the Trademarks, including all rights therein provided by international conventions and treaties, and the goodwill of the business symbolized thereby. With respect to United States intent-to-use trademark applications, the foregoing assignment shall not be effective prior to the filing and acceptance of a Statement of Use of an Amendment to allege use in connection therewith to the extent that a valid assignment of such intent-to-use trademark application may not be effected under applicable law, provided that such assignment shall be automatically effective thereafter.

2. Assignor hereby covenants that Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to perfect the interest of Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Assignment.

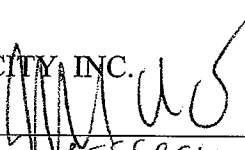
IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

VELOCITY INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
JEFFREY W. OLSON  
President

THOMSON LEARNING INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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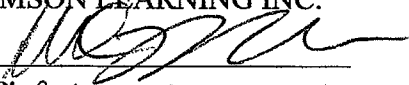
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IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

VELOCITY, INC.

By: \_\_\_\_\_  
Name:  
Title:

THOMSON LEARNING INC.

By:   
Name: Robert D. Lynch  
Title: President

SCHEDULE A

<u>Mark</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Grant Date</u>
THE AGILE MANAGER SERIES	2318387	Sept. 18, 1998	Feb. 15, 2000
Running Man Logo (Design)	2186897	June 25, 1997	Sept. 1, 1998