

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
REED ELSEVIER INC.		01/30/2008	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Pearson Education, Inc.		
Street Address:	One Lake Street		
City:	Upper Saddle River		
State/Country:	NEW JERSEY		
Postal Code:	07458		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1721838	AFRICAN WRITERS SERIES	
Registration Number:	1721837	AWS	
Registration Number:	1721836	CARIBBEAN WRITERS SERIES	
Registration Number:	1679393	CWS	
CORRESPONDENCE DATA			
Fax Number:	2127758800		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-775-8700		
Email:	alisnyansky@kilpatricktownsend.com		
Correspondent Name:	Stephen W. Feingold		
Address Line 1:	1114 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	56838-850741		

OP \$115.00 1721838

NAME OF SUBMITTER:	Stephen Feingold
Signature:	/swf/
Date:	09/14/2012
Total Attachments: 6 source=2008-01-30 Executed Trademark Assignment (Reed Elsevier and Pearson Education, Inc.)#page1.tif source=2008-01-30 Executed Trademark Assignment (Reed Elsevier and Pearson Education, Inc.)#page2.tif source=2008-01-30 Executed Trademark Assignment (Reed Elsevier and Pearson Education, Inc.)#page3.tif source=2008-01-30 Executed Trademark Assignment (Reed Elsevier and Pearson Education, Inc.)#page4.tif source=2008-01-30 Executed Trademark Assignment (Reed Elsevier and Pearson Education, Inc.)#page5.tif source=2008-01-30 Executed Trademark Assignment (Reed Elsevier and Pearson Education, Inc.)#page6.tif	

EXECUTION VERSION

REGISTERED TRADEMARK ASSIGNMENT made on January 30, 2008

BETWEEN

1. REED ELSEVIER INC. of 125 Park Avenue, New York, NY 10017 USA
("Assignor")
2. PEARSON EDUCATION, INC. of _____ (the
"Assignee")

(together the parties)

WHEREAS

- (A) The Assignor and/or any of its Affiliates are the owners of the Trademarks (as defined below);
- (B) The Assignor has agreed to assign the Trademarks to the Assignee, on the terms and conditions set out in this Agreement;
- (C) This Agreement is entered into pursuant to the Sale and Purchase Agreement dated May 4, 2007 between Reed Elsevier Group Plc and Pearson Plc, as amended May 21, 2007 (the "SPA").

IT IS AGREED as follows:

1. INTERPRETATION

- 1.1 Terms defined in the SPA and not otherwise defined in this Agreement have the same meaning as set out in the SPA.
- 1.2 In this Agreement, unless the context otherwise requires:
 - (a) references to *persons* includes individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;
 - (b) the headings are inserted for convenience only and do not affect the construction of the Agreement;
 - (c) references to one gender include all genders; and
 - (d) any reference to an enactment or statutory provision is a reference to it as it may have been, or may from time to time be amended, modified, consolidated or re-enacted.

2. ASSIGNMENT

Assignor hereby assigns (and shall procure that each of its relevant Affiliates assigns) all right, title and interest in and to all of the material, registered trademarks owned by Assignor or any of its Affiliates (excluding the Target Companies) that are used exclusively or predominantly in relation to the ROW Education Business, including (without limitation)

those listed on Schedule A hereto, together with all goodwill associated therewith and all rights of action (including the right to claim for past infringement or passing off), remedies, powers and benefits pertaining thereto (the "Trademarks").

3. FURTHER ASSURANCE

Assignor shall (and shall procure that any relevant Affiliate shall), at the Assignee's cost and at the Assignee's request, perform all further acts and things, and execute and deliver all further documents, required by law for the purpose of vesting in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Agreement including (without limitation) having the Assignee recorded as the registered proprietor of the Trademarks.

4. WAIVERS

No failure or delay by either party in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

5. AMENDMENT

5.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of both parties.

5.2 Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of variation, and the rights and obligations of the parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied.

6. SEVERABILITY

If and to the extent that any provision of this Agreement is held to be illegal, void or unenforceable, such provision shall be given no effect and shall be deemed not to be included in this agreement but without invalidating any of the remaining provisions of this Agreement.

7. GOVERNING LAW AND JURISDICTION

This agreement will be governed by the laws of the State of Massachusetts. Any dispute between the parties arising out of this agreement will be resolved solely in the state or federal courts located in Boston, MA.

8. COUNTERPARTS

This agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which is an original, including by facsimile, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF this Agreement has been signed by the authorised representatives of the parties on the day and year first written above.

SIGNED for and on behalf of
REED ELSEVIER INC.

)
)

Name: *Kenneth E. Skyring*

SIGNED for and on behalf of
PEARSON EDUCATION INC.

)
)

Name: _____

SCHEDULE A .

Mark	Owner	Country	Registration Number
HEINEMANN	Reed Elsevier UK Limited	South Africa	9708525
HEINEMANN	Reed Elsevier UK Limited	South Africa	9708526
HEINEMANN	Reed Elsevier UK Limited	South Africa	9708527
HEINEMANN	Reed Elsevier Inc.	Tunisia	EE970414
AFRICAN WRITERS SERIES	Reed Elsevier Inc.	United States	1721838
AWS & DESIGN	Reed Elsevier Inc.	United States	1721837
CARRIBBEAN WRITERS SERIES	Reed Elsevier Inc.	United States	1721836
CWS & DESIGN	Reed Elsevier Inc.	United States	1679393
RAINTREE	Harcourt Achieve Inc.	United States	1252871
STEADWELL BOOKS	Harcourt Achieve Inc.	United States	2672459

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