

12/20/04

12-22-2004



Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORD 102909400
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
 Thomson Learning Licensing Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Citizenship (see guidelines) Florida
 Execution Date(s) 9/28/04
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
 Additional names, addresses, or citizenship attached? No

Name: Thomson Canada Limited
 Internal Address: _____
 Address: _____
 Street Address: 66 Wellington St., West
 City: Toronto
 State: Ontario
 Country: Canada Zip: M5K1A1

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Canada
 Other _____ Citizenship _____

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)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
76/606244

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & 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: Connecticut Zip: 06902
 Phone Number: 203-539-8795
 Fax Number: 203-539-7774
 Email Address: paula.upson@thomson.com

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number 20-0866
 Authorized User Name Paula Upson

9. Signature: Paula K. Upson 12/17/04
 Signature Date

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003097 FRAME: 0034

12/21/2004 EDCOPER 09000167 20066 7660266
01 FC: 0521
02 FC: 0522
40.00 BA
100.00 BA

SCHEDULE A

United States

<u>Trademark</u>	<u>(Appl. No.) Reg. No.</u>	<u>(Filing Date) Reg. Date</u>
THOMSON ADVANTAGE PROGRAM	(76/606,266)	(8/9/04)
THOMSON EDUCATION DIRECT	2,825,772	3/23/04
THOMSON LEARNING	1,839,356	6/14/94
THOMSON LEARNING	(75/798,209)	(9/14/99)
THOMSON LEARNING	2,810,953	2/3/04

AGREEMENT OF ASSIGNMENT

This agreement of assignment is dated as of SEPTEMBER 28, 2004 and is by and between:

THOMSON LEARNING LICENSING CORPORATION (hereinafter "TLLC"), a corporation organized and existing under the laws of the State of Florida, having its principal place of business located at 650 Naamans Road, Claymont, Delaware 19703, and

THOMSON CANADA LIMITED (hereinafter "TCL"), a Canadian corporation having its principal place of business located at Toronto Dominion Bank Tower, Suite 2706, 66 Wellington Street West, P.O. Box 24, Toronto, Ontario M5K 1A1.

WHEREAS, TLLC has used and/or is using in its business through its licensees, the marks listed on Schedule A attached hereto;

WHEREAS, TCL is desirous of acquiring all of the right, title and interest which TLLC has acquired and has developed in said marks in the United States and Canada;

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

1. Definition:

The "Trademarks" mean the marks shown in Schedule A attached hereto, as well as all other marks composed of the word "THOMSON" which have heretofore been owned or licensed by TLLC as trademarks, service marks or trade names by virtue of their use on or in connection with the products or services of any licensee of TLLC.

2. Assignment of Trademarks:

TLLC assigns to TCL:

(a) the Trademarks;

- (b) all issued trademark registrations for the Trademarks and all pending applications to register the Trademarks in the United States and Canada, and all trademark registrations deriving from said applications if any;
- (c) all of the goodwill of the business symbolized by the Trademarks; and
- (d) all claims and proceeds relating to the foregoing including, without limitation, any claims by TLLC against third parties for past infringement of the Trademarks or injury to the goodwill of the business symbolized by the Trademarks.

3. Representations and Warranties of TLLC:

TLLC represents and warrants to TCL as follows:

- (a) Title to Trademarks. TLLC owns beneficially and of record, free and clear of any lien or other encumbrance, the Trademarks and, upon execution of this Agreement of Assignment, TCL will acquire good and valid ownership of the Trademarks, free and clear of any lien or other encumbrance of any kind.
- (b) Authority to Execute and Perform Agreement. TCL has the full legal right and power and all authority and approvals required to enter into, execute and deliver this Agreement and to perform fully TLLC's obligations hereunder, and this Agreement, upon execution and delivery by TLLC will be the valid and binding obligation of TLLC enforceable against TLLC in accordance with its terms.
- (c) No Infringement or Claims. To TLLC's knowledge, the rights to TLLC in the Trademarks do not infringe the rights of others and are not being infringed by others, and TLLC has no notice of any adversely held trademark, service mark or trade name of any other person or notice of any claim of any other person relating to the Trademarks and does not know of any basis for any such claim.

4. Representations and Warranties of TCL:

(a) Authority to Execute and Perform Agreement. TCL has the full legal right and power and all authority and approvals required to enter into, execute and deliver this Agreement, upon execution and delivery by TCL, will be the valid and binding obligation or TCL enforceable against TCL in accordance with its terms.


5. Registration and further Assurances:

TLLC, at TCL's reasonable expense, shall executed all instruments and do all acts and otherwise use its best efforts to effectuate the purpose of this Agreement and to procure the acceptance of all applications for and registrations of the Trademarks and the registration of TCL as the registered owner thereof. TCL shall compensate TLLC for its out-of-pocket expenses incurred in the performance of this paragraph.

6. Governing Law:

This Agreement shall be governed and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within such State.

THOMSON LEARNING LICENSING
CORPORATION

By: 
James R. Schurr
President

THOMSON CANADA LIMITED

By: _____
Paula R. Monaghan
Assistant Secretary