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TRADEMARK

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OPR/FINANCE

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
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Document ID #
- Correction of PTO Error
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Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Educational Designs, Inc.

Formerly

Execution Date
Month Day Year
12 10 1999

- Individual General Partnership Limited Partnership Corporation Association
- Other - National banking association
- Citizenship/State of Incorporation/Organization - New York

Receiving Party

Mark if additional names of receiving attached

Name HCC-EDI, LLC

DBA/AKA/TA

Composed of

Address (line 1) 333 East 38th Street

Address (line 2)

Address (line 3) New York NY 10016
City State/Country Zip Code

- Individual General Partnership Limited Partnership Association
 - Corporation Association
 - Other - Delaware limited liability company
 - Citizenship/State of Incorporation/Organization
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

02/09/2000 TTM11 00000223 071700 1706951

01 FC:481 40.00 CH
02 FC:482 100.00 CH

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002019 FRAME: 0078

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name
Address (line 1)
Address (line 2)
Address (line 3)
Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (617) 570-1292

Name Miriam J. Rovner
Address (line 1) Goodwin, Procter & Hoar LLP
Address (line 2) Exchange Place
Address (line 3) 53 State Street
Address (line 4) Boston, MA 02109-2881

Pages Enter the total number of pages of the attached conveyance document including any attachments.

4

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

75/463,306

Registration Number(s)

1,706,951 2,269,099 2,165,234 1,288,807

Number of Properties

Enter the total number of properties involved

5

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 140.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

07-1700

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Rena L. Deutscher

Name and Person Signing

Rena Deutscher
Signature

1/11/2000

Date Signed

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment") is made this 10th day of December, 1999 by Educational Design, Inc., a New York corporation ("Assignor"), in favor of HCC-EDI, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignee (as assignee of Hights Cross Communications, LLC, a Delaware limited liability company), Assignor and the stockholders of Assignor are parties to an Asset Purchase Agreement, dated as of August 11, 1999 (the "Purchase Agreement"); and

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the registered and unregistered trademarks and service marks and applications therefor, trade names, trade name rights, and other similar rights described in Section 1.1(h) of the Purchase Agreement and listed on Schedule 1.1(h) to the Purchase Agreement; and

WHEREAS, all such registered and unregistered trademarks and service marks (including common law marks) are set forth on Exhibit A attached hereto (the "Marks"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee the Marks and all of its right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, convey, transfer, assign, and deliver unto Assignee, its legal successors and permitted assigns, its entire right, title, and interest in and to the Marks, throughout the world, and any extensions or renewals thereof, together with the goodwill of the business symbolized by the Marks, and agrees that Assignee shall have the sole right to sue and collect damages and/or profits for both past and present infringements of the Marks.

This Trademark Assignment is given pursuant to the Purchase Agreement and is subject to the terms thereof, and shall not be construed to limit, alter, impair, enlarge or enhance the rights of Assignee or Assignor thereunder and is given solely for the purpose of separately evidencing the transactions contemplated thereby.


At any time, and from time to time after the date hereof, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, conveyance, transfer, assignment, and confirmation and take such other action at Assignee's expense as Assignee may reasonably deem necessary or desirable in order to more effectively sell, convey, transfer, assign, and deliver to Assignee and to confirm Assignee's title to the Marks, and to assist Assignee in exercising all rights with respect thereto.

DOCSC\752437.3

TRADEMARK ASSIGNMENT SIGNATURE PAGE

IN WITNESS WHEREOF, Assignor has caused this instrument to be duly executed by its duly authorized representative as of the day and year above written.

EDUCATIONAL DESIGN, INC.

By: _____

Name: Donn Mosenfelder

Title: President

STATE OF NEW YORK

COUNTY OF NEW YORK

On this 22nd day of ~~December~~ *November*, 1999 before me appeared the above-named Donn Mosenfelder, the President of Educational Design, Inc., a New York corporation, who, being duly sworn, did depose and say that he is the President of the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Steven J. Zweig
Steven J. Zweig

Notary Public 022W5085368

My commission expires: 9/22/2001

state of New York • County of New York

TRADEMARK

REEL: 002019 FRAME: 0082

TRADEMARK ASSIGNMENT

SCHEDULE A

MINILABS	Reg. No. 1,706,951	Aug. 11, 1992
MINILABS	Reg. No. 2,269,099	Aug. 10, 1999
PLAYGROUND SCIENCE	Reg. No. 2,165,234	June 16, 1998
THINX: FUN AND LEARNING	Serial No. 75/463,306	April 2, 1998
ARITH-MAGIC	Reg. No. 1,288,807	Aug. 7, 1984

Common Law Rights to use the names:

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