

08-06-2001



101800546

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of Conveying party(ies):

The McGraw-Hill Companies, Inc.

07/16/01

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: National Computer Systems, Inc.

Internal

Address: _____

Street Address: 11000 Prairie Lakes Drive

City: Eden Prairie State: MN Zip: 55344

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

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) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: June 30, 1997

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,911,371; 2,113,977

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Daniel J. DeVoe, Esq.

Internal Address: _____

Street Address: 11000 Prairie Lakes Drive

City: Eden Prairie State: MN Zip: 55344

6. Total number of applications and registrations involved:

26

7. Total fee (37 CFR 3.41) \$ 665.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Daniel J. DeVoe

Name of Person Signing

Signature

07/11/2001

Date

Total number of pages including cover sheets, attachments, and document: 4

08/03/2001 JFALLAW 00000006 1911371

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

01 FC:481
02 FC:482

2981TM

40.00 OP
625.00 OP

TRADEMARK

REEL: 002339 FRAME: 0769

4. Application number(s) or registration number(s):

B. Trademark Registration No.(s)

1,880,992; 1,910,045; 1,911,370; 1,910,041; 2,091,431; 1,910,047; 1,239,807; 1,910,042; 1,421,514;
1,403,542; 1,910,044; 1,904,412; 1,910,048; 1,316,202; 1,259,947; 1,259,948; 1,259,946; 1,262,325;
2,075,645; 1,910,043; 1,910,055; 1,911,367; 1,904,413; 1,910,049

2981TM

TRADEMARK ASSIGNMENT

This Trademark Assignment is made effective as of the 30th day of June, 1997 by The McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of New York, having a place of business at 1221 Avenue of the Americas, New York 10020 ("McGraw-Hill") to National Computer Systems, Inc., a corporation organized and existing under the laws of Minnesota, having a place of business at 11000 Prairie Lakes Drive, Eden Prairie, Minnesota 55344 ("NCS").

WHEREAS, NCS and McGraw-Hill are parties to an Asset Purchase Agreement, dated June 30, 1997 (the "Purchase Agreement") whereby McGraw-Hill sold to NCS substantially all of the assets pertaining to McGraw-Hill's division known as McGraw-Hill/London House ("London House"); and

WHEREAS, pursuant to the Purchase Agreement, McGraw-Hill transferred and assigned to NCS, effective as of June 30, 1997, all of McGraw-Hill's right, title and interest in and to the McGraw-Hill trademarks (the "Marks") that have been registered with the United States Patent and Trademark Office under the following registrations:

<u>Trademark</u>	<u>Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
BBSB	16	1,911,371	August 15, 1995
BIOGRAPH	35	2,113,977	November 18, 1997
CUSTOM SOLUTIONS	42	1,880,992	February 28, 1995
DSAI	16	1,910,045	August 8, 1995
EPI	16	1,911,370	August 15, 1995
ESI	16	1,910,041	August 8, 1995
FOSI	16	2,091,431	August 26, 1997
ISI	16	1,910,047	August 8, 1995
ITAC	42	1,239,807	May 24, 1983
LEAI	16	1,910,042	August 8, 1995
LONDON HOUSE	42	1,421,514	December 16, 1986
London House Square			
Logo	42	1,403,542	July 29, 1986
MRP	16	1,910,044	August 8, 1995
MSQ	16	1,904,412	July 11, 1995
OSAB	16	1,910,048	August 8, 1995
PSI	42	1,316,202	January 22, 1985
PSI-1	16	1,259,947	December 6, 1983
PSI-2	16	1,259,948	December 6, 1983
PSI-3	16	1,259,946	December 6, 1983
PSI-4	16	1,262,325	December 27, 1983
QSI	16	2,075,645	July 1, 1997
RMAI	16	1,910,043	August 8, 1995

SCI	16	1,910,055	August 8, 1995
SEAI	16	1,911,367	August 15, 1995
SSSI	16	1,904,413	July 11, 1995
TMAI	16	1,910,049	August 8, 1995

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

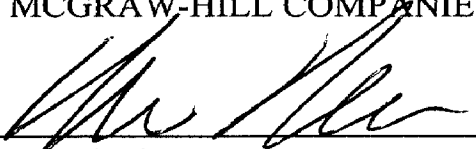
McGraw-Hill hereby sells, assigns, transfers and conveys to NCS all of McGraw-Hill's right, title and interest in and to the Marks and any applications and registrations for the Marks, including the above-listed registrations for the Marks, together with that part of the good will of the London House business associated with the use of and symbolized by the Marks, to be held and enjoyed by NCS as fully and entirely as said interest could have been held and enjoyed by McGraw-Hill if this sale, assignment, and transfer had not been made.

McGraw-Hill hereby further sells, assigns, transfers and conveys to NCS the entire right, title and interest of McGraw-Hill in and to any and all causes of action and rights of recovery for past infringement of the Marks.

This Assignment is effective as of June 30, 1997. This Assignment and its terms and provisions shall inure to the benefit of NCS, its successors, assigns and/or legal representatives, and shall be binding upon McGraw-Hill, its successors, assigns and/or other legal representatives.

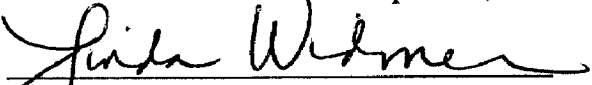
IN WITNESS WHEREOF, McGraw-Hill has executed this Assignment.

THE MCGRAW-HILL COMPANIES, INC.

By: 
Name: Katherine Roome
Title: Vice President and Associate
General Counsel

State of New York)
)ss.
County of New York)

On this 9th day of July, 2001, before me appeared Katherine Roome, the person who signed this instrument, who acknowledged that she signed it as a free act on behalf of The McGraw-Hill Companies, Inc. with authority to do so.


Notary Public

LINDA WIDMER
Notary Public, State of New York
No. 31-4985714
Qualified in New York County
Commission Expires August 26, 2001