

05-15-2003



Form PTO-1594
1-31-92

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102449120

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

1. Name of conveying party(ies):
RiverDeep Group PLC

5-9-03

Individuals Association
 General Partnership - Limited Partnership
 Corporation-State
 Other - Public Limited Company - Ireland

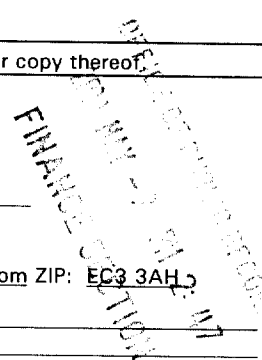
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Barclays Bank PLC
 Internal Address: _____
 Street Address: 54 Lombard Street
 City: London Country: United Kingdom ZIP: EC3 3AH5

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- _____
 Other Collateral Agent

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 Merger
 Security Interest Change of Name
 Other

Execution Date: April 25, 2003

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

A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)
2506080

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

Name: Elizabeth A. Nunn, Senior Legal Assistant
 Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
 City: New York State: New York ZIP: 10036

6. Total number of applications and registration involved 1

7. Total fee (37 CFR 3.41): \$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-1705 (in event of deficiency)
 (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.

Elizabeth A. Nunn [Signature] May 9, 2003
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 21

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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**TRADEMARK
REEL: 002733 FRAME: 0579**

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, RIVERDEEP GROUP plc (a company incorporated in the Republic of Ireland), RIVERDEEP INTERACTIVE LEARNING LIMITED (a company incorporated in the Republic of Ireland), ED-VANTAGE SOFTWARE, INC. (a company incorporated in the State of Delaware, United States of America), RIVERDEEP, INC. (a company incorporated in the State of Delaware, United States of America), BRODERBUND (PROPERTIES) LLC (a limited liability company incorporated in the State of Delaware, United States of America), and BRODERBUND LLC (a limited liability company incorporated in the State of Minnesota, United States of America), (collectively, the "Assignors"), each having its chief executive office at 399 Boylston Street, Boston, MA 02116, hereby grants and assigns to BARCLAYS BANK PLC, as Collateral Agent, (the "Assignee"), with offices at 54 Lombard Street, London EC3P 3AH, United Kingdom, a security interest in all of the Assignor's right, title and interest, if any, in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each United States patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;

(ii) each Patent and Patent License (except for any Excluded Contracts), as those terms are defined in the Security Agreement, which is defined below;

(iii) each United States trademark and service mark, trademark and service mark registration, and trademark and service mark application, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark and service mark, trademark and service mark registration, and trademark and service mark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto; but excluding in all cases all intent-to-use United States trademark applications until an amendment to allege use or statement of use has been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, and has been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office; and

(iv) each Trademark and Trademark License (except for any Excluded Contracts), as those terms are defined in the Security Agreement, which is defined below.

THIS ASSIGNMENT of Security Interest is granted in conjunction with the security interests granted to the Assignee pursuant to the Security Agreement among the Assignor, the Assignee and certain other parties dated as of April 25, 2003, as amended, modified or supplemented from time to time (the "Security Agreement"). The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 25th day of April, 2003.

RIVERDEEP GROUP plc, as Assignor

By: [Signature]
Name: David Mulville
Title: EVP, Company Secretary

STATE OF California
County OF Marin

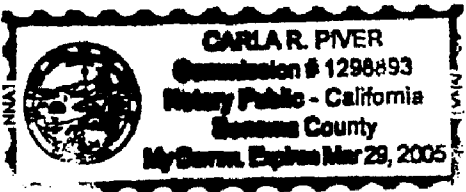
The foregoing instrument was acknowledged before me this 25th day of April, 2003 by David Mulville as Company Secretary

of RIVERDEEP GROUP plc, a company incorporated in the Republic of Ireland, on behalf of RIVERDEEP GROUP plc.

My commission expires: march 29, 2005

Notarial Seal

[Signature]
Notary Public



RIVERDEEP INTERACTIVE LEARNING LIMITED, as Assignor

By: [Signature]
Name: David Mulville
Title: EVP, Company Secretary

STATE OF California
County OF Marin

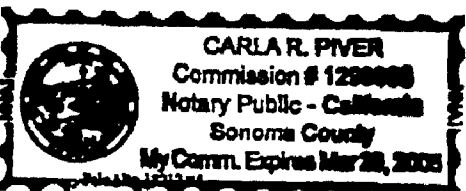
The foregoing instrument was acknowledged before me this 25th day of April, 2003 by David Mulville as Company Secretary

of RIVERDEEP INTERACTIVE LEARNING LIMITED, a company incorporated in the Republic of Ireland, on behalf of RIVERDEEP INTERACTIVE LEARNING LIMITED.

My commission expires: march 29, 2005

Notarial Seal

[Signature]
Notary Public



ED-VANTAGE SOFTWARE, INC., as Assignor

By: William Burke
Name: William Burke
Title: EVP

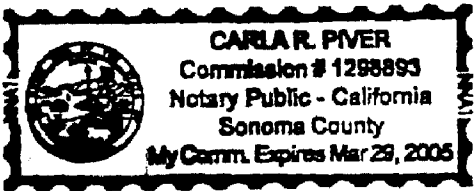
STATE OF California
County OF Marin

The foregoing instrument was acknowledged before me this 25th day of April, 2003 by
William Burke as EVP

of ED-VANTAGE SOFTWARE, INC., a company incorporated in Delaware, United States of America, on behalf of ED-VANTAGE SOFTWARE, INC.,

My commission expires: March 29, 2005

Notarial Seal



Carla R. Piver
Notary Public

RIVERDEEP, INC., as Assignor

By: David Mulville
Name: David Mulville
Title: EVP, Company Secretary

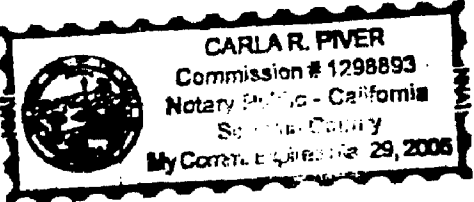
STATE OF California
County OF Marin

The foregoing instrument was acknowledged before me this 25th day of April, 2003 by
David Mulville as Company Secretary

of RIVERDEEP, INC., a company incorporated in the State of Delaware, United States of America, on behalf of RIVERDEEP, INC.

My commission expires:

Notarial Seal



Carla R. Piver
Notary Public

BRODERBUND (PROPERTIES) LLC, as Assignor

By: [Signature]
Name: A BORDON
Title: COO

STATE OF California
County OF Marin

The foregoing instrument was acknowledged before me this 25th day of April, 2003 by Anthony Bordon as C.O.O.

of BRODERBUND (PROPERTIES) LLC, a limited liability company incorporated in the State of Delaware, United States of America, on behalf of BRODERBUND (PROPERTIES) LLC.

My commission expires: march 29, 2005

Notarial Seal

[Signature]
Notary Public



BRODERBUND LLC, as Assignor

By: [Signature]
Name: Anthony Bordon
Title: C.O.O.

STATE OF California
County OF Marin

The foregoing instrument was acknowledged before me this 25th day of April, 2003 by Anthony Bordon as C.O.O.

of BRODERBUND LLC, a limited liability company incorporated in the State of Minnesota, United States of America, on behalf of BRODERBUND LLC.

My commission expires:

Notarial Seal

[Signature]
Notary Public

