

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
Marilyn Burns Education Associates		08/20/2010	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Scholastic Inc.
Street Address:	557 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10012
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1752477	MATH BY ALL MEANS
Registration Number:	1920882	A MARILYN BURNS BRAINY DAY BOOK
Registration Number:	2010266	MARILYN BURNS BRAINY DAY BOOKS
Registration Number:	2022712	MATH SOLUTIONS
Registration Number:	2022713	MATH SOLUTIONS
Registration Number:	2772767	LESSONS FOR ALGEBRAIC THINKING
Registration Number:	2819770	TEACHING ARITHMETIC
Registration Number:	2841997	TEACHING ARITHMETIC
Registration Number:	3049833	THE MARILYN BURNS FRACTION KIT
Registration Number:	3192654	THE MARILYN BURNS FRACTION KIT
Registration Number:	3168748	M MATH SOLUTIONS
Registration Number:	3370568	M MATH SOLUTIONS
Serial Number:	77800015	SOLVE THE PROBLEM
Serial Number:	77871568	M MATH SOLUTIONS

TRADEMARK

900171349

REEL: 004276 FRAME: 0721

CH \$390.00 1752477

Serial Number:	77941661	EPD
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CORRESPONDENCE DATA

Fax Number: (212)310-1762
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: nyctrademarks@bakermckenzie.com
 Correspondent Name: Julia R. Talke
 Address Line 1: 1114 Avenue of the Americas
 Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	56183415-02
NAME OF SUBMITTER:	Julia R. Talke
Signature:	/jrt/
Date:	09/10/2010

Total Attachments: 3
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ASSIGNMENT OF TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **MARILYN BURNS EDUCATION ASSOCIATES**, a California corporation, with an address of Suite 101, 150 Gate Five Road, Sausalito, CA 94965 ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, received from **SCHOLASTIC INC.**, a New York corporation with an address of 557 Broadway, New York, NY 10012 ("Assignee"), and pursuant to a certain Asset Purchase Agreement entered into as of August 20, 2010 by and between **MARILYN BURNS EDUCATION ASSOCIATES** and **SCHOLASTIC INC.**, does hereby assign, transfer, deliver and set over to Assignee and Assignee's successors and assigns forever, and Assignee hereby acquires from Assignor, all of Assignor's right, title and interest in and to:

the U.S. trademarks, service marks, trade names, logos, insignias, designs and other proprietary interests therein, including, without limitation, all registrations and applications for registration therefor listed on Exhibit A hereto, together with the whole of the good will of the business associated therewith, (the "Trademarks")

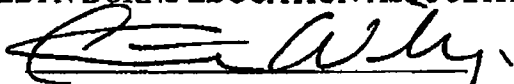
to be held and enjoyed by Assignee, successor to the business or portion of the business of Assignor to which the Trademarks pertain, which business is ongoing and existing, for its own use and enjoyment, and for the use and enjoyment of its successors and assigns forever, at common law and/or to the end of the term or terms for which registration of the said Trademarks may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor had the assignment set forth herein not been made; together with all causes of action and the proceeds thereof in favor of Assignor heretofore accrued or hereafter accruing by reason of past infringement, dilution, misappropriation or other violation of the Trademarks, with the right to sue and collect damages for its own use and benefit, and for the use and on behalf of its successors or assigns.

From and after the date hereof, Assignor shall, upon request and at the expense of Assignee, but without further consideration, do, execute, acknowledge, deliver and file, or shall cause to be done, executed, acknowledged, delivered and filed, all such further acts, deeds, transfers, conveyances, assignments or assurances as may be reasonably requested by Assignee to transfer, convey and assign to Assignee possession and use of the Trademarks to comply with all applicable legal requirements to effect such transfers, conveyances and assignments.

IN TESTIMONY WHEREOF, Assignor has caused these presents to be executed as of the date first written above.

MARILYN BURNS EDUCATION ASSOCIATES,

By:



Name:

Christine O. Wilkig






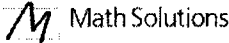

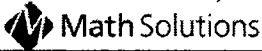
Title:

President / Chief Executive Officer

Date:

[Signature page to Assignment of Trademarks]

EXHIBIT A
TRADEMARKS

App. Serial No. / Reg. No.	Trademark
1,752,477	MATH BY ALL MEANS
1,920,882	A MARILYN BURNS BRAINY DAY BOOK & Design 
2,010,266	MARILYN BURNS BRAINY DAY BOOKS
2,022,712	MATH SOLUTIONS (Stylized) 
2,022,713	MATH SOLUTIONS (Stylized) 
2,772,767	LESSONS FOR ALGEBRAIC THINKING
2,819,770	TEACHING ARITHMETIC (Stylized) 
2,841,997	TEACHING ARITHMETIC
3,049,833	THE MARILYN BURNS FRACTION KIT
3,192,654	THE MARILYN BURNS FRACTION KIT & Design 
3,168,748	M MATH SOLUTIONS & DESIGN (Boxed M) 
3,370,568	M MATH SOLUTIONS & DESIGN (Boxed M) 
77/800,015	SOLVE THE PROBLEM
77/871,568	M MATH SOLUTIONS & DESIGN (M in shaded diamond) 
77/941,661	ePD