

RE

10-26-2000

SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings 000 ▼

To the Honorable Commissioner of Pa.

101497206

Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Mattel, Inc.

- ☐ Individual(s)                      ☐ Association  
☐ General Partnership              ☐ Limited Partnership  
☒ Corporation-State - DE  
☐ Other \_\_\_\_\_

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

## 3. Nature of conveyance:

- ☒ Assignment                              ☐ Merger  
☐ Security Agreement                  ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: October 10, 2000

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

Name: TLC Education Properties, LLCInternal Address: ATTN: David L. McEvoy, Esq.General CounselStreet Address: 500 Redwood BoulevardCity: Novato State: CA ZIP: 94947

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☐ Corporation-State \_\_\_\_\_  
☒ Other Delaware limited liability company

If assignee is not domiciled in the United States, a domestic representative designates is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

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

## 4. Application number(s) or patent number(s):

## A. Trademark Application No.(s)

See attachment.

## B. Trademark Registration No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Jane Shay Wald, Esq.Internal Address: Irell & Manella LLPStreet Address: 1800 Avenue of the StarsCity: Los Angeles State: CA ZIP: 900676. Total number of applications and registrations involved: 67. Total fee (37 CFR 3.41).....\$ 165.

- ☐ Enclosed  
 Any deficiency \_\_\_\_\_  
☒ Authorized to be charged to deposit account

## 8. Deposit account number:

09-0946

(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.

Jane Shay Wald

Name of Person Signing

Jane S. Wald

Signature

10-10-00

Date

Total number of pages including cover sheet, attachments, and document: 3

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

TRADEMARK  
 REEL: 002162 FRAME: 0101

**Exhibit "A"**  
**Attachment to Trademark Assignment**  
**MATTEL, INC.**  
**U.S. EDUCATION TRADEMARK APPLICATIONS**

Trademark Service mark	Effective Date	Application Number
ELANGUAGE	2/7/00	
ELANGUAGE	2/7/00	75/913,131
LEARNINGBUDDIES	6/1/99	75/718,198
PIONEER ADVENTURES	12/18/97	75/407,473
SMARTSAVER	4/12/99	75/680,699
VIRTUALTALK	6/16/00	76/071,880

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into by Mattel, Inc., a Delaware corporation, having a place of business located at 333 Continental Boulevard, El Segundo, California 90245 ("Assignor"), as assignor, in favor of TLC Education Properties, LLC, a Delaware limited liability company having a place of business located at 500 Redwood Boulevard, Novato, CA 94947 ("Assignee"), as assignee, with reference to the following facts and circumstances:

Assignor is the proprietor of the Trademark applications in the United States (the "Trademarks") as shown on the attached Exhibit A.

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks and related rights.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign and transfer unto Assignee all right, title and interest of Assignor in and to the Trademarks, including without limitation the Trademark registrations identified above, together with the goodwill of the business symbolized by the marks, as well as its entire right, title and interest in and to all State registrations of the marks heretofore granted or applied for, any and all common law rights to the Trademarks in the United States and any state thereof, and any and all claims and demands it may have either at law or in equity arising out of any past infringements.

Assignor does hereby expressly agree that procedures be taken with the United States Patent and Trademark Office singly by Assignee to record the transfer of the Trademarks to Assignee.

In testimony whereof, Assignor has caused this Assignment to be executed by its officer(s) thereunto duly authorized.

Mattel, Inc.

Dated: October 10, 2000

By: 

Kevin M. Farr  
Chief Financial Officer