



2007 JUN 22 PM 3:15

103364868

To the Director of the U. S. Patent & Trademark Office

Transmit the enclosed documents or the new address(es) below.

1. Name of conveying party(ies):

Safari Video Networks, LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Corporation -- PA
- Association
- Limited Partnership

Citizenship (see guidelines) United States (PA)

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Library Video Company

Internal

Address: \_\_\_\_\_

Street Address: 7 E. Wynnewood Road

City: Wynnewood

State: PA

Country: USA Zip: 19096

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship PA
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) December 29, 2005

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
78649123

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Montage (app filed June 13, 2005)

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

Name: Judith C. Koss, Esq.

Internal Address: Library Video Company

Street Address: 7 E. Wynnewood Road

City: Wynnewood

State: PA Zip: 19096

Phone Number: 610-645-4000

Fax Number: 610-645-4070

Email Address: judie@libraryvideo.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: By: Judith C. Koss  
Signature

1/17/07  
Date

Judith C. Koss, Esq., Vice President of Legal and Business Affairs  
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## ASSIGNMENT AND CONTRIBUTION AGREEMENT

This Assignment and Contribution Agreement (the "Agreement"), dated December 29, 2005, by and among Library Video Company, a Pennsylvania corporation ("Library Video" or "Assignee"), Andrew Schlessinger, a resident of Pennsylvania and the sole shareholder of Library Video ("Schlessinger" or "Assignor") and Safari Video Networks, LLC, a Pennsylvania limited liability company ("Safari" and collectively with Library Video and Schlessinger, the "Parties"). Library Video and Schlessinger are the only admitted members of Safari.

As of the date hereof, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby transfer, assign and set over unto Assignee, as a contribution to the capital of Assignee, to have and to hold forever, all of the Assignor's right, title and interest in and to the membership interest of Safari, being a 1% Percentage Interest (as defined in the Operating Agreement defined below), free and clear of all liabilities. Assignee hereby accepts the assignment and contribution and Safari hereby consents to the assignment of its membership interest.

Neither the making nor the acceptance of this Agreement shall restrict, impair, reduce or, except as set forth below, modify the terms of that certain Limited Liability Company Operating Agreement dated as of January 28, 2005 (the "Operating Agreement") among the Parties. The Parties acknowledge that Exhibit A to the Operating Agreement will be amended to reflect that Assignee holds a 100% Percentage Interest in Safari.

This Agreement is binding on Schlessinger, and his successors and assigns, and will inure to the benefit of Library Video, its successors and assigns, and shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to the conflict or choice of law rules of Pennsylvania or any other jurisdiction.

*[signatures appear on next page.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

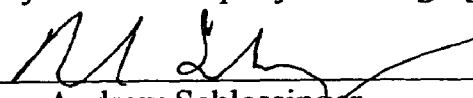
  
\_\_\_\_\_  
ANDREW SCHLESSINGER

LIBRARY VIDEO COMPANY

By:   
\_\_\_\_\_  
Name: Andrew Schlessinger  
Title: President & CEO

SAFARI VIDEO NETWORKS, LLC

Library Video Company – Managing Member

By:   
\_\_\_\_\_  
Name: Andrew Schlessinger  
Title: President & CEO

# LIBRARY VIDEO COMPANY<sup>®</sup>

Making Educational Media Work For Schools & Libraries.

January 17, 2007

**Via Regular U.S. Mail**

Mail Stop Assignment  
Recordation Services  
Director of the USPTO  
P.O. Box 1450  
Alexandria, VA 22313-1450

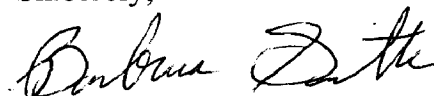
**RE: *Safari Video Networks, LLC/Library Video Company***  
***Trademark Application Nos.: 78649123***

Dear Sir or Madam:

Enclosed please find a Recordation Form Cover Sheet - Trademarks Only, with attachments, along with our check no. 90038 in the amount of Forty Dollars (\$40) for the recordation fee. Please record same.

If you have any questions, or require any additional information, please do not hesitate to contact me via telephone at 610-645-4000 ext. 151 or via email at [bsmith@libraryvideo.com](mailto:bsmith@libraryvideo.com).

Sincerely,



Barbara Smith  
Legal Assistant

Enclosures (2)

CORPORATE OFFICE:  
7 East Wynnewood Road  
Wynnewood, PA 19096-0580



Phone: (610) 645-4000 • Fax: (610) 645-4050

FULFILLMENT CENTER:  
1100 East Hector Street, Building D  
Conshohocken, PA 19428-2374

RECORDED: 01/22/2007

TRADEMARK  
REEL: 003468 FRAME: 0883