

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
Kingfisher Publications PLC		09/30/2007	COMPANY:
RECEIVING PARTY DATA			
Name:	HM Publishers Holdings Limited		
Street Address:	46694 Brunel Road, Houndmills		
City:	Basingstoke, Hampshire RG21 6XS		
State/Country:	UNITED KINGDOM		
Entity Type:	COMPANY:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2271325	KINGFISHER	
Registration Number:	2250748	KINGFISHER	
Registration Number:	2943584	KINGFISHER	
Registration Number:	2862728	I WONDER WHY	
CORRESPONDENCE DATA			
Fax Number:	(216)621-4072		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216.621.2234		
Email:	jsherrill@tarolli.com		
Correspondent Name:	Gary J. Pitzer		
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Address Line 2:	Suite 1700		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	UDL		
DOMESTIC REPRESENTATIVE			

OP \$115.00 2271325

Name: Gary J. Pitzer
Address Line 1: 1300 East Ninth Street
Address Line 2: Suite 1700
Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:	Gary J. Pitzer
Signature:	/Gary J. Pitzer/
Date:	12/27/2007

Total Attachments: 4
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THIS AGREEMENT is made the 30 day of September 2007

BETWEEN

1. KINGFISHER PUBLICATIONS PLC, a company registered in England under number 02319274 whose registered office is at New Penderel House, 283-288 High Holborn, London WC1V 7HZ ("the Assignor").
2. HM PUBLISHERS HOLDINGS LIMITED, a company registered in England under number 46694 whose registered office is at Brunel Road, Houndmills, Basingstoke, Hampshire RG21 6XS ("the Assignee").

WHEREAS:

- (A) The Assignor is the registered proprietor of the registered trade marks short particulars of which are set out in the First Schedule ("the Registered Marks") and is the owner of the trade marks which the Assignor has applied to register, short particulars of such trade mark applications being set out in the Second Schedule ("the Trade Mark Applications"). The Assignor is also the proprietor of unregistered trademarks and unregistered trade names including the series titles, a list of which is set out in the Third Schedule and also the unregistered logos listed in the Fourth Schedule. (These unregistered trade marks, trade names, series titles and logos are together referred to as "the Unregistered Marks"). (The Registered Marks, the Trade Mark Applications and the Unregistered Marks are together referred to as "the Marks").
- (B) The Assignee is the parent company of Macmillan Publishers Limited ("MPL"). The Assignor and MPL (together with Houghton Mifflin Company) have entered into an agreement ("the Sale and Purchase Agreement") by way of Deed dated 30th September 2007 for the sale of the business and assets of the Assignor to MPL or to such company within the Macmillan group as MPL may direct.
- (C) Pursuant to the Sale and Purchase Agreement MPL has directed the Assignor to assign the Marks to the Assignee.

NOW IT IS HEREBY AGREED as follows:

1. Pursuant to the Sale and Purchase Agreement, the Assignor hereby assigns to the Assignee absolutely:
 - (a) all its rights to and title in the Registered Marks;
 - (b) all the benefit of the Trade Mark Applications to the intent that any registered trade marks granted pursuant to the Trade Mark Applications shall vest absolutely in the Assignee; and
 - (c) all the benefit of the Unregistered Marks

together with all the goodwill of the Assignor's business in the goods and services in respect of which the Registered Marks are registered and in the goods and services in respect of which the trade marks set out in the

Second Schedule are sought to be registered, in each case free from any encumbrance.

2. It is hereby declared that the Assignee shall have the right (to the extent such right exists) to sue for and obtain relief in respect of any actionable act of infringement of the Marks occurring prior to the date of this Assignment. The Assignee acknowledges that the Assignor gives no warranty, express or implied as to the Assignor's ability to sue for and obtain such relief.
3. At the request of the Assignee, the Assignor shall execute all such further documents, forms and authorisations and depose to or swear any declaration or oath as may be required by the applicable Registrar of Trade Marks (or equivalent in any applicable overseas jurisdiction) or which may, in the reasonable opinion of the Assignee, otherwise be necessary for absolutely vesting the Assignor's rights, title and interest in and to the Marks in the Assignee.
4. This Agreement shall be governed by and construed in accordance with the laws of England, and the parties hereto hereby submit to the exclusive jurisdiction of the English Courts.

THE PARTIES have shown their acceptance of the terms of this Agreement by executing it below.

FIRST SCHEDULE

Registered Marks

Mark	Country of Registration	Registered Number	Class
KINGFISHER old device	UK	1303766	16
KINGFISHER	UK	1302759	16
KINGFISHER	UK	1384387	41
KINGFISHER	AU	556347	16
KINGFISHER	NZ	210613	16
KINGFISHER	AU	557097	41
KINGFISHER	UK	1498830	9
KINGFISHER	AU	765142	9
KINGFISHER	EU	349837	9, 16, 41
KINGFISHER	US	2271325	41
KINGFISHER	US	2250748	9, 16
KINGFISHER	ZA	96/14070	16
ELSA	UK	2160896	9, 16, 28, 41
SANDPIPER	UK	2293319	9, 16, 41
KINGFISHER & device	AU	926359	9 16 41
KINGFISHER & device	CH	523515	9, 16, 41
KINGFISHER & device	EU	2839017	9, 16, 41
KINGFISHER & device	MY	2002/11667	16
KINGFISHER & device	MY	2002-11665	41
KINGFISHER & device	NZ	664258	9
KINGFISHER & device	NZ	664257	16

Mark	Country of Registration	Registered Number	Class
KINGFISHER & device	NZ	664256	41
KINGFISHER & device	TW	1083677	9
KINGFISHER & device	TW	1054031	16
KINGFISHER & device	TW	182932	41
KINGFISHER & device	USA	2943584	9, 16, 41
KINGFISHER & device	ZA	2002/13872	16
KINGFISHER & device	ZA	2002/13873	41
KINGFISHER & device	CA	TMA454946	16
I WONDER WHY (stylized)	UK	2325271	16
I WONDER WHY	IN	1229844	16
I WONDER WHY	US	2862728	16
KFK	AU	1037970	16
KINGFISHER KFK KNOWLEDGE	AU	1037969	16

SECOND SCHEDULE

Trade Mark Applications

Mark	Country of Application	Application Number	Class
KINGFISHER & device	IN	1134417	9
KINGFISHER & device	IN	1134416	16
KINGFISHER & device	MY	2002/11666	9
KINGFISHER & device	ZA	2002/113871	9

THIRD SCHEDULE

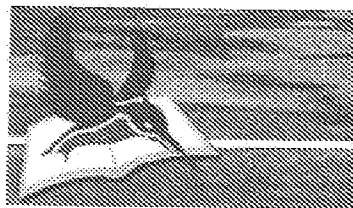
Unregistered Trademarks, Trade Names and Series Titles

"I am Reading"

"I Wonder Why"

FOURTH SCHEDULE

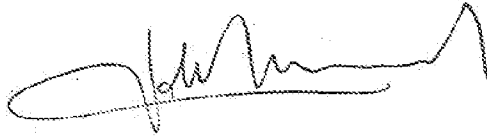
Unregistered Logos



And the same logo in black and white

Signed by)

duly authorised for and on behalf of)
KINGFISHER PUBLICATIONS)
PLC)



Signed by)

duly authorised for and on behalf of)
HM PUBLISHERS HOLDINGS)
LIMITED)



London, 26 November 2007.

Certified a true copy of the original.

James Andrew
Solicitor