

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
T&N Children's Publishing, Inc.		08/03/2007	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Cooper Square Publishing LLC		
Street Address:	1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2409677		
Registration Number:	2254026	INTERFACT	
Registration Number:	2899859	KIDS' FAQS	
Registration Number:	1905596	MAKE IT WORK!	
Registration Number:	1699043	NORTHWORD	
Registration Number:	3003733	OUR WILD WORLD	
Registration Number:	2574790	TWO CAN	
CORRESPONDENCE DATA			
Fax Number:	(212)840-1124		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 354-4442		
Email:	copylaw@aol.com		
Correspondent Name:	Lloyd J. Jassin, Esq.		
Address Line 1:	1560 Broadway, Suite 400		
Address Line 4:	New York, NEW YORK 10036		

OP \$190.00 2409677

ATTORNEY DOCKET NUMBER:	FORTRESS - T&N
NAME OF SUBMITTER:	Lloyd J. Jassin
Signature:	/Lloyd J. Jassin/
Date:	03/09/2008
Total Attachments: 4 source=TN ASSG P1#page1.tif source=TN ASSG P2#page1.tif source=TN ASSG P3#page1.tif source=TN ASSG P4#page1.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (hereinafter, the "Assignment") is made and entered into this 3rd day of August 2007, (hereinafter, the "Effective Date"), by and between T & N CHILDREN'S PUBLISHING, INC., a Minnesota corporation (hereinafter, "Assignor"), and Cooper Square Publishing LLC (hereinafter, the "Assignee").

WHEREAS, Assignor has agreed to assign to Assignee all of its right, title and interest in and to the Trademarks and Trademark registrations identified and set forth on Schedule A, attached hereto and made a part hereof (hereinafter, the "Marks"), together with the goodwill of the business associated with the Marks; and

WHEREAS, this Assignment is executed in connection with and is part of and subject to an agreement between Assignor and Assignee dated the 3rd of August 2007.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, absolutely and forever, the entire right, title and interest, whether statutory or at common law, in and to the Marks, together with the goodwill of the business in connection

with which the Marks are used, and all registrations and applications therefor, in the United States, its possessions and territories, and all foreign countries, including any renewals and extensions of the registration that is, or may be secured under the laws of the United States and all foreign countries, now or hereinafter in effect; for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made; together with all claims for damages due to any past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor requests the Commissioner of Patents and Trademarks, or the equivalent authority of the Country of registration of any of the Marks, to record Assignee as the assignee and owner thereof.

Assignor agrees to execute further papers and to do such other acts as may be necessary and proper to vest full title in and to the Marks in the Assignee.

Assignor shall not enter into any agreement in conflict with this Assignment.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed and delivered as of this 3rd day of August, 2007.

ASSIGNOR:

T & N CHILDREN'S PUBLISHING, INC.

By: [Signature]

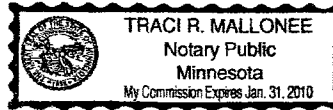
Name: John Hudson

Title: CFO

STATE OF MINNESOTA)

) SS.;

COUNTY OF Hennepin)



Before me this 11th day of December, 2007 personally appeared _____, to me known to be the person who is described in and who executed the foregoing assignment instrument and acknowledged to me that he executed the same of his own free will for the purpose therein expressed.

[Signature]
Notary Public

SCHEDULE "A"
Trademark Registrations

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Design (Wolf Logo) (9, 16, 42)	USA	2,409,677	12/05/2000
Interfact logo (9, 16)	USA	2,254,026	06/15/1999
KIDS' FAQs and Design (16)	USA	2,899,859	11/02/2004
Make it Work! (16)	USA	1,905,596	07/18/1995
NORTHWORD (16)	USA	1,699,043	07/07/1992
OUR WILD WORLD (16)	USA	3,003,733	10/04/2005
Two-Can logo (9, 16, 41)	USA	2,574,790	06/04/2002