

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/07/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WORKING PARTNERS LIMITED		05/27/2009	COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	BEAST QUEST LIMITED
Street Address:	35 BALLARDS LANE
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	N3 1XW
Entity Type:	COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3593684	BEAST QUEST
Registration Number:	3241665	BEAST QUEST

CORRESPONDENCE DATA

Fax Number: (212)292-5391
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2122925390
 Email: mail@ipcounselors.com
 Correspondent Name: William C. Wright
 Address Line 1: 60 East 42nd Street
 Address Line 2: Suite 820
 Address Line 4: New York, NEW YORK 10165

ATTORNEY DOCKET NUMBER: 2399-004

DOMESTIC REPRESENTATIVE

900136628

**TRADEMARK
 REEL: 004007 FRAME: 0498**

OP \$65.00 3593684

Name: EPSTEIN DRANGEL BAZERMAN & JAMES, LLP
Address Line 1: 60 EAST 42ND STREET
Address Line 2: SUITE 820
Address Line 4: NEW YORK, NEW YORK 10165

NAME OF SUBMITTER:	Arti Kane
Signature:	/Arti Kane/
Date:	06/18/2009

Total Attachments: 8
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DATED *27th May* 2009

WORKING PARTNERS LIMITED (1)

and

BEAST QUEST LIMITED (2)

CONFIRMATORY ASSIGNMENT

PARTIES

- (1) **WORKING PARTNERS LIMITED** (Company Number 6062833) whose registered office is at 35 Ballards Lane, London N3 1XW ("Assignor")
- (2) **BEAST QUEST LIMITED** (Company Number 6273127) whose registered office is at 35 Ballards Lane, London N3 1XW ("Assignee")

INTRODUCTION

- A The Assignor is the legal and beneficial owner of the Assigned Material.
- B The Assignor has agreed to assign the Assigned Material to the Assignee on the terms set out in this deed of assignment.

IT IS AGREED THAT:

1 DEFINITIONS

In this deed of assignment the following words have the meanings set out below unless stated otherwise.

"Assigned Material" means all contracts and Intellectual Property Rights owned by or entered into by the Assignor in relation to, or deriving from the Property at the date of this deed of assignment including but not limited to the contracts and Intellectual Property Rights as set out in Schedule 1.

"Intellectual Property Rights" all trade marks, service marks, trade names, trade or business names, copyright (including, but not limited to, rights in software), database rights, design rights, rights in confidential information and any other intellectual property rights whatsoever irrespective of whether such intellectual property rights have been registered or not which may subsist in any part of the world.

"Property" means the original literary work, being the series of books and entitled 'Beast Quest'.

2 ASSIGNMENT

- 2.1 In consideration of the sum of one pound (£1.00) now paid by the Assignee to the Assignor (receipt of which is hereby acknowledged by the Assignor) the Assignor, with effect from 7 June 2007, hereby assigns to the Assignee with full title guarantee all right, title and interest in and to the Assigned Material, including, without limitation, all statutory and common law rights attaching thereto and the right to sue for past infringements and to retain any damages obtained as a result of such action.
- 2.2 The Assignor confirms that this deed of assignment is made with the goodwill attaching to the Assigned Material.
- 2.3 If the Assigned Material or any part thereof cannot be assigned, the Assignor hereby declares that it holds the applicable Assigned Material on trust for the Assignee, and that the Assignor accordingly has no beneficial interest in the Assigned Material.

3 FURTHER ASSURANCE

The Assignor shall, at the request of the Assignee or its nominee, do and execute or procure that there shall be done and executed in a form or manner reasonably satisfactory to the Assignee all such documents, deeds, matters, acts and things as the Assignee may at any time require to vest the Assigned Material or any part thereof in the Assignee or otherwise to give effect to this deed of assignment and perfect the Assignee's title.

4 LAW AND JURISDICTION

4.1 This deed of assignment shall be governed by and construed in accordance with English law.

4.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England in relation to any claim or matter arising under or in connection with this deed of assignment.

IN WITNESS of which this document has been executed and, on the date set out above, delivered as a deed.

SIGNED as a deed and delivered when dated **WORKING PARTNERS LIMITED** acting by a director in the presence of:

C.M. Snow — C.M. Snowdon

Witness
Signature
Name
Occupation
Address

J. Best
: J. BEST
: ACCOUNTANT
: 72 CRAWLEY GARDENS
: N10 3AD

SIGNED as a deed and delivered when dated by **BEAST QUEST LIMITED** acting by a director in the presence of:

R. Ritchie RITCHIE

Witness
Signature
Name
Occupation
Address

: *C. Hill-Trevor*
: CAROLINE HILL-TREVOR
: PUBLISHING CONSULTANT
: 3 BURDEN COURT
: TRESHAM
: GL12 7RW

SCHEDULE 1
ASSIGNED MATERIAL

1. CONTRACTS

A: Writers

Cherrith Baldry	2 4	6 th January 2006
	7 10	8 th February 2007
	13 15	29 th August 2007
	19 24	1 st May 2008
	29	22 nd July 2008
	Special 4	22 nd July 2008
Karen Ball	30	17 th December 2008
Jan Burchett and Sara Vogler	20	1 st May 2008
	Special 3	1 st May 2008
Rocket Editorial Limited	1 3 5 6	28 th November 2005
Stephen Cole	1 3 5 6	28 th November 2005 Inducement letter for Rocket Editorial Limited
Lucy Courtenay	8 11	26 th March 2007
	18	30 th August 2007
	26	22 nd July 2008
	Special 5	10 th December 2008
Michael Ford	14	14 th September 2007
	23	3 rd July 2008
	25	22 nd July 2008
	28	31 st August 2008
	31	5 th December 2008
	35	5 th December 2008
	Special 2 Xmas 2008	14 th September 2007
	World Book Day 2009	18 th April 2008
Allan Frewin Jones	9 12	14 th March 2007
	16 17	29 th August 2007

	Summer Special 2008	14 th March 2007
James Noble	21	1 st May 2008
	27	22 nd July 2008
Brandon Robshaw	22	7 th May 2008
Thea Bennett	32	28 th January 2009
Jasmine Richards	34	10 th December 2008

B: Illustrators

David Wyatt	All David Wyatt artwork for Beast Quest series	6 th December 2007
The Watts Publishing Group Limited	All artwork for Beast Quest series	16 th December 2008

C: UK Publisher

Orchard Books	Series	25 th September 2006	Specifically addresses 1-6
	7	4 th July 2007	Amendment
	8	4 th July 2007	Amendment
	9	4 th July 2007	Amendment
	10	4 th July 2007	Amendment
	11	4 th July 2007	Amendment
	12	4 th July 2007	Amendment
	13	9 th July 2007	Amendment
	14	26 th July 2007	Amendment
	15	26 th July 2007	Amendment
	16	26 th July 2007	Amendment
	17	26 th July 2007	Amendment
	18	26 th July 2007	Amendment
	19	30 th May 2008	Amendment
	20	30 th May 2008	Amendment
	21	30 th May 2008	Amendment
	22	30 th May 2008	Amendment
	23	30 th May 2008	Amendment
	24	30 th May 2008	Amendment
	25	30 th May 2008	Amendment
	26	30 th May 2008	Amendment
	27	30 th May 2008	Amendment
	28	30 th May 2008	Amendment
	29	30 th May 2008	Amendment
	30	30 th May 2008	Amendment
	Summer Special	4 th July 2007	Amendment

	2008		
	Special 2	26 th July 2007	Amendment
	Summer Special 2009	30 th May 2008	Amendment
	Christmas Special 2009	30th May 2008	Amendment
	World Book Day 2009	30 th May 2008	Amendment

D: US PUBLISHER

Language	Publisher	Issue	Date
Scholastic Inc		1-6	25 th June 2007
		7-10	20 th February 2008
		11-12 Special 1	27 th June 2008

E: TRANSLATION PUBLISHERS

Language	Publisher	Issue	Date
Danish	Forlaget Flachs	1-6	1 st March 2007
		7-12	30 th November 2008
Dutch	Zuidnederlandse Uitgeverij NV	1-6	1 st May 2007
French	Hachette Jeunesse	1-6	1 st February 2007
		Special Vedra and Krimon	9 th December 2008
German	Loewe Verlag GmbH	1-6	22 nd January 2007
		7-12	20 th March 2008
German audio	Audiolino OHG	1-3	28 th January 2009
Greek	Kedros Publishers	1-6	27 th June 2007
Hebrew	Kinneret-Zmora Bitan-Dvir Publishing House	1-3	24 th October 2008
Icelandic	Bokautgafan Æskan	1-6	27 th September 2007
Italian	Edizioni Piemme SpA	1-6	2 nd April 2007
Japanese	Goma-Books Co Ltd	1-6	22 nd January 2007
		7-12	12 th September 2008
		Special Vedra and Krimon	28 th March 2008

Korean	Random House Korea Inc	1-6	16 th May 2007
Polish	Wydawnictwo Dolnoslaskie, Publicat SA	1-6	28 th November 2007
Portuguese	Editorial Verbo	1-6	26 th January 2007
		7-12	12 th September 2008
		Special Vedra and Krimon	12 th September 2008
Portuguese (Brazil)	Editora Rocco Ltda	1-6	19 th October 2007
Slovak	Spn – Miade Leta, s.r.o.	1-2	15 th January 2008
		3-4	12 th January 2009
Slovene	Zalozba Alica	1-6	1 st February 2007
		7-12	26 th April 2008
		13-18	10 th February 2009
		Special Vedra and Krimon	11 th January 2008
		Special Spiros	10 th February 2009
Spanish	Destino Infantil Y Juvenil, Grupo Planeta	1-6	17 th January 2007
		Special Vedra and Krimon	5 th March 2009
Swedish	Berghs Forlag AB	1-3	25 th February 2008
		4	27 th August 2008
		5-6	7 th November 2008

2. INTELLECTUAL PROPERTY RIGHTS

WORKING PARTNERS LIMITED	BEAST QUEST	UK	2398890	09/08/2005	2398890	27/01/2006	16	Reg
WORKING PARTNERS LIMITED	BEAST QUEST	UK	2455460	15/05/2007	2455460	12/10/2007	9, 28	Reg
WORKING PARTNERS LIMITED	BEAST QUEST	CTM	5928312	15/05/2007	5928312	17/07/2008	9, 16, 28	Reg
WORKING PARTNERS LIMITED	BEAST QUEST	USA	77182242	16/05/2007	3593684	24/03/2009	9, 28	Reg
WORKING PARTNERS LIMITED	BEAST QUEST	USA	78808763	07/02/2006	3241665	15/05/2007	16	Reg