

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
Little Angels, LLC		09/13/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	LA Acquisition Sub, LLC		
Street Address:	300 West 57th St.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85093169	LITTLE ANGELS	
Serial Number:	77937548		
CORRESPONDENCE DATA			
Fax Number:	(646)280-2059		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	bfitzpatrick@hearst.com		
Correspondent Name:	Bridgette Fitzpatrick		
Address Line 1:	300 West 57th St.		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	LITTLE ANGELS ASSIGNMENT		
NAME OF SUBMITTER:	Attorney		
Signature:	/Bridgette Fitzpatrick/		
Date:	10/07/2010		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

THIS Trademark Assignment Agreement (the "Assignment"), dated as of September __, 2010, between Little Angels, LLC, a limited liability company organized under the laws of Delaware and Jennifer Worthington (collectively, the "Assignor"), and LA Acquisition Sub, LLC, a limited liability company organized under the laws of Delaware ("Assignee").

WHEREAS, Little Angels, LLC and Jennifer Worthington on the one side and LA Acquisition Sub, LLC on the other, are parties to a certain Asset Purchase and Contribution Agreement, dated as of September 7, 2010 (the "Asset Purchase and Contribution Agreement"), pursuant to which, among other things, Little Angels, LLC and Worthington agreed to cause Assignor to sell, convey, assign, contribute and/or transfer to and LA Acquisition Sub, LLC to purchase, the assets of Assignor related to "Little Angels", an education series, including, without limitation, the videos, websites, mobile applications, characters, artwork, logos and any ancillary products and services related therewith (the "Business");

WHEREAS, it is a condition to the closing of the Asset Purchase and Contribution Agreement that Assignor enters into this Assignment to transfer to Assignee the trademarks related to the Business, (the "Trademarks");

WHEREAS, Assignee desires to acquire all Assignor's right, title and interest in and to the Trademarks; and

NOW, THEREFORE, in consideration of, among other things, the payment by Assignee of the purchase price as set forth in the Asset Purchase and Contribution Agreement and in further consideration of the mutual covenants and agreements contained in the Asset Purchase and Contribution Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Effective as of September 7, 2010, Assignor sells, transfers, conveys, assigns, contributes and/or delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademarks set forth in Schedule I hereto, (ii) the registrations and applications for registrations thereof and (iii) the goodwill of the business connected with the use thereof and symbolized thereby.
2. This Assignment is intended to evidence the consummation of the transactions contemplated by the Asset Purchase and Contribution Agreement. This Assignment is made without representation or warranty except as provided in and by the Asset Purchase and Contribution Agreement. This Assignment is in all respects subject to the provisions of the Asset Purchase and Contribution Agreement and is not intended in any way to supersede, limit or qualify any provision of the Asset Purchase and Contribution Agreement, except that Schedule I attached to this Assignment shall take precedence over the schedules to the Asset Purchase and Contribution Agreement for purposes of this Assignment.
3. Assignor hereby undertakes to give to Assignee all assistance reasonably necessary to finalize the endorsements contemplated by this Assignment in favor of Assignee even, where necessary, by

SCHEDULE 1
United States Trademarks

U.S. Trademark Application No.	Trademark
85093169	LITTLE ANGELS
77937548	THREE ANGEL LOGO (Design Mark)

"Assignee"

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SEAVEST REALTY INC

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appointing an attorney-in-fact duly empowered to carry out all the actions necessary for such purpose.

4. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
5. Governing Law. This Assignment shall be governed by, and construed in accordance with the laws of the State of New York, including as to validity, interpretation and effect.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first above written.

ASSIGNORS:

LITTLE ANGELS, LLC

By: Jennifer Worthington
Name: Jennifer Worthington
Title: managing partner

"Assignor"

JENNIFER WORTHINGTON

By: Jennifer Worthington
Name: Jennifer Worthington

"Assignor"

ASSIGNEE:

LA Acquisition Sub, LLC

By: George T. Kavanagh
Name: George Kavanagh
Title: VP