

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
Classic Media, LLC		11/03/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Random House, Inc.		
Street Address:	1745 Broadway, 18-3		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2804223	TUROK	
Registration Number:	2827022	TUROK	
CORRESPONDENCE DATA			
Fax Number:	(212)659-1955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 659-1954		
Email:	sk@classicmedia.tv		
Correspondent Name:	Sonja Keith		
Address Line 1:	85 Fifth Avenue FL6		
Address Line 4:	New York, NEW YORK 10003		
NAME OF SUBMITTER:	Sonja Keith		
Signature:	/sonjakeith/		
Date:	11/03/2010		

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Total Attachments: 2

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ASSIGNMENT OF MARKS, TRADEMARK APPLICATIONS AND GOODWILL
(to Random House, Inc.)

THIS ASSIGNMENT OF TRADEMARKS, AND GOODWILL is made and entered into as of this 3rd day of November, 2010 by and among Classic Media, LLC, a Delaware limited liability corporation ("Assignor") and Random House, Inc, a New York corporation ("Assignee"), with reference to the following:

WHEREAS, the Assignor, is the proprietor of the trademarks registered in the United States listed in the attached Schedule (the "Trade Marks").

WHEREAS, the Assignor has agreed to assign all its right, title and interest in and to the Trade Marks to the Assignee on the terms set out below.

NOW THEREFORE, for good and value consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto enter into this agreement as follows:

1. Assignment of Rights.
 - a. Assignor hereby assigns, transfers, conveys and delivers to Assignee, its successors and assigns, all of its respective right, title and interest to the Trade Marks, including without limitation all goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations referenced in the attached Schedule, all records and files related to the Trade Marks, together with the right to sue and recover damages and bring other actions for future or past infringements thereof and for other causes of action relating thereto and to fully and entirely stand in the place of Assignor in all matters related thereto.
 - b. Assignor warrants that it is the sole owner of the Trademarks and that the Trademarks are not the subject of any mortgage, charge, pledge, lien, encumbrance, equity, claim, license or other third party or security interest
2. Assistance and Further Assurance.
 - a. The Assignor covenants that it will, at the request and cost of the Assignee execute such deeds or documents and perform all acts as may be necessary or desirable to give effect to this Assignment.
3. General Provisions
 - a. This Agreement shall be construed and enforced in accordance with the laws (other than the conflict of law rules) of the State of New York.
 - b. This agreement may not be supplemented, altered or modified in any manner except by a writing signed by bother parties hereto.
 - c. The failure of either party to enforce any terms or provisions of this Assignment will not waive any rights under such terms and provisions.
 - d. This Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees and successors.

SCHEDULE
US REGISTERED TRADE MARKS

Registration No.	Serial No.	Mark	Classes	Specification of Goods/Services
2827022	76429347	Turok	16	Manuals, namely computer game instruction
2804223	76435306	Turok	09	Computer game software

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademarks to be executed as of the day and year first written above.

Signed: New York, NY

By: 
John Ruzich
Sr. V.P., Business & Legal Affairs