

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pennywise Learning, Inc.		12/20/2010	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Christianbook.com, LLC		
<b>Street Address:</b>	140 Summit Street		
<b>City:</b>	Peabody		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01960		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3637226	PENNYWISELEARNING.COM	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(617)248-4000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	tadmin@choate.com		
Correspondent Name:	Elizabeth A. Walker		
Address Line 1:	Choate Hall & Stewart LLP		
Address Line 2:	Two International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2003574-0000		
NAME OF SUBMITTER:	Elizabeth A. Walker		
Signature:	/Elizabeth A. Walker/		
Date:	12/29/2010		

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Total Attachments: 4

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## ASSIGNMENT OF TRADEMARK

This Assignment of Trademark Agreement is entered into as of December 20, 2010 by and between Christianbook.com, LLC (the "Assignee") and Pennywise Learning, Inc. (the "Assignor").

### Introduction

Assignor and Assignee are parties to an Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"). This Agreement is being entered into pursuant to the Purchase Agreement. Assignor and Assignee hereby agree that, in the interest of convenience, only this Assignment of Trademark will be filed with the Commissioner of Patents and Trademarks to reflect the ultimate transfer from Assignor to Assignee of the trademark applications and registrations set forth on Schedule A (collectively, the "Mark") and the entire right, title and interest in and to the Marks;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment.** Assignor hereby transfers, assigns and sets over to Assignee the entire right, title and interest of Assignor in and to the Mark, and all registrations and applications therefor, in the United States and for all foreign countries, including any divisions, reissues, renewals, continuations, continuations-in-part, improvements and extensions thereof that are or may be secured under the laws of the United States and all foreign countries, now or hereafter 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 the right or priority under any international agreements to which the United States adheres and with all income, royalties or payments due or payable as of the effective date of this assignment or thereafter, including, without limitation, all claims for damages by reason of 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, any other governmental or judicial entity and any and all foreign countries to record Assignee as the assignee and owner of the Marks.

2. **Miscellaneous.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns, and shall be construed and enforced in accordance with the laws of The Commonwealth of Massachusetts, without regard to its conflicts of law provisions. This Agreement shall not be construed as a waiver of, or to limit,

terminate, modify or derogate from the representations, warranties, covenants and agreements set forth in the Purchase Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of executed signature pages hereof by facsimile transmission shall constitute effective and binding execution and delivery hereof.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

ASSIGNOR:

PENNYWISE LEARNING, INC.

By  \_\_\_\_\_  
Kristen L. Pratt, President

ASSIGNEE:

CHRISTIANBOOK.COM, LLC

By  \_\_\_\_\_  
Ray Hendrickson, Chief Executive Officer

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK]

SCHEDULE A

PENNYWISELEARNING.COM

U.S. Registration: 3637226

U.S. Serial No.: 76694359

Registration Date: June 16, 2009

N.Y. Registration: S20728

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