

**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>			
	Name	Formerly	Execution Date
	Random House, Inc.		07/31/2011
			Entity Type
			CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
Name:	The Monacelli Press, LLC		
Street Address:	c/o Random House, Inc.		
Internal Address:	1745 Broadway, Attn: Andrea Monfried		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
	Property Type	Number	Word Mark
	Registration Number:	3553678	M
	Registration Number:	3642119	THE MONACELLI PRESS
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)829-4130		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	1-212-572-2817		
Email:	amonfried@randomhouse.com		
Correspondent Name:	The Monacelli Press, LLC		
Address Line 1:	c/o Random House		
Address Line 2:	1745 Broadway, Attn: Andrea Monfried		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Andrea T. Sheidan		
Signature:	/sheridan/		
Date:	08/10/2011		
Total Attachments: 3 source=Monacelli trademark assignment#page1.tif source=Monacelli trademark assignment#page2.tif source=Monacelli trademark assignment#page3.tif			

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## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS is made, executed and delivered as of July 31, 2011 by Random House, Inc., a New York corporation ("Assignor") for the benefit of The Monacelli Press, LLC, a New York corporation ("Assignee").

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), of even date herewith, pursuant to which Assignee has purchased certain assets of The Monacelli Press, a publishing imprint owned and operated by Assignor, subject to the terms and conditions therein; and

WHEREAS in accordance with the Asset Purchase Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in, to and under Assignor's trademarks described on Schedule A (the "Trademarks") attached hereto.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers and assigns unto Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under, the Trademarks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Trademark, whether arising prior to or subsequent to the date of this Assignment of Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and permitted assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment of Trademarks not been made.

The covenants, agreements, representations and warranties provided in the Asset Purchase Agreement with respect to the Trademarks are hereby incorporated herein by this reference and shall inure to the benefit of Assignee, and be binding upon Assignor, and their respective successors and permitted assigns, subject to the limitations, terms and conditions of the Asset Purchase Agreement. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

In the event of any conflict or other inconsistency between this Assignment of Trademarks and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern and be binding. This Assignment of Trademarks may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures of the parties transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for all purposes.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Trademarks as of the date first above written.

Random House, Inc.

By: Anne Davis  
Name: Anne Davis  
Title: EVP, CFO


ACCEPTED:

The Monacelli Press, LLC

By: Gianfranco Monacelli  
Name: Gianfranco Monacelli  
Title: President

SCHEDULE A

TRADEMARKS

Mark	Serial No.	Filing Date	Regn. No.	Regn. Date	Class	Goods	Next action due
M Design (stylized) 	77/471,884	5/12/08	3,553,678	12/30/08	16	non-fiction books on a variety of topics	Affidavit of Use: 12/30/14 Renewal: 12/30/18
THE MONACELLI PRESS	77/471,855	5/12/08	3,642,119	6/23/09	16	non-fiction books on a variety of topics	Affidavit of Use: 6/23/15 Renewal: 6/23/19