

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
Houghton Mifflin Harcourt Publishing Company		09/30/2011	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	The Software MacKiev Company		
Street Address:	30-31 Union Wharf		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1810528	KID PIX	
CORRESPONDENCE DATA			
Fax Number:	(857)488-4201		
Phone:	857.488.4266		
Email:	mafischer@duanemorris.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Mark A. Fischer		
Address Line 1:	100 High Street		
Address Line 2:	Suite 2400		
Address Line 4:	Boston, MASSACHUSETTS 02110-1724		
ATTORNEY DOCKET NUMBER:	U2362-00001		
NAME OF SUBMITTER:	Mark A. Fischer		

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Signature:	/Mark A. Fischer/
Date:	10/20/2011
Total Attachments: 3 source=assignment.kid.pix#page1.tif source=assignment.kid.pix#page2.tif source=assignment.kid.pix#page3.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and entered into this 30th day of September, 2011, by and between Houghton Mifflin Harcourt Publishing Company, a Massachusetts corporation (hereinafter, "Assignor") and The Software MacKiev Company, a Nevada corporation (hereinafter, "Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the registered trademarks set forth on Schedule A, attached hereto, and of all of the goodwill of the business appurtenant thereto (collectively the "Trademarks"); and

WHEREAS, pursuant to an Asset Purchase Agreement by and between Assignor and Assignee dated September 30, 2011 (the "Purchase Agreement"), Assignee is, directly and indirectly, acquiring the Trademarks from Assignor;

In consideration of the good and valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Purchase Agreement, Assignor and Assignee, intending to be legally bound, hereby covenant and agree as follows:

1. Assignor hereby assigns, transfers and conveys unto the Assignee Assignor's entire right, title and interest in and to the Trademarks and in and to all of the goodwill appurtenant thereto, together with all claims for damages by reason of infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor, for itself and its successors and assigns, hereby covenants and agrees that at any time and from time to time forthwith upon the reasonable request of the Assignee, and at Assignee's cost, Assignor will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers and assurances as may be reasonably required by the Assignee in order to assign, transfer, set over and convey unto, and vest in, the Assignee, its respective successors and assigns, the Trademarks, and to put the Assignee in actual possession and operating control thereof, free and clear of all liens, and to assist the Assignee in exercising all rights with respect thereto and to assure the Assignee of the full benefits thereof.

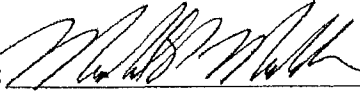
This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of Assignor and Assignee. This Trademark Assignment shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and assigns.

<End of page; next page is the signature page.>

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

ASSIGNOR

HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY

By: 

Name: Michael P. Muldowney
Title: Exec. V.P. and Chief Financial Officer

ASSIGNEE

THE SOFTWARE MACKIEV COMPANY

By: 

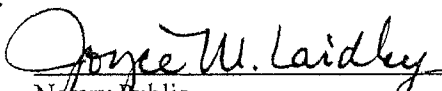
Name: Jack Minsky
Title: President

CERTIFICATE OF ACKNOWLEDGMENT

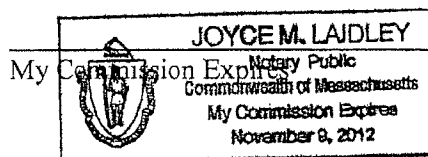
Commonwealth of Massachusetts)

Suffolk County)

On this 30th day of September, 2011, before me, the undersigned notary public, personally appeared Michael Muldowney, Exec. V.P. and Chief Financial Officer of Houghton Mifflin Harcourt Publishing Company, proved to me through satisfactory evidence of identification, which was (personally known to me), to be the persons whose names are signed on the preceding or attached document and acknowledged to me that they signed it voluntarily for its stated purpose.


Notary Public

Joyce M. Laidley
Print or Stamp Name of Notary



Schedule A

Mark	Country	Type	Class	Reg. No.	Reg. Date	Owner
Kid Pix	United States	Live	9	1810528	12/14/1993	HMH Consumer Company
Kid Pix	Japan	Live	9	4145397	05/15/1998	HMH Consumer Company

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RECORDED: 10/20/2011

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