

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Conveying Party Data and Receiving Party Data previously recorded on Reel 004648 Frame 0127. Assignor(s) hereby confirms the Assigns the Entire Interest and The Goodwill.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Leamer's Digest International, LLC		10/20/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	LDI Operations, LLC
Street Address:	1577 East Chevy Chase Drive
City:	Glendale
State/Country:	CALIFORNIA
Postal Code:	91206
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	76258683	LEARNERS DIGEST
Serial Number:	73044322	AUDIO-DIGEST
Serial Number:	77915602	DIABETES INSIGHT
Serial Number:	73044423	AUDIO-DIGEST FOUNDATION
Serial Number:	76588608	NURSES-DIGEST
Serial Number:	77291697	THE SPOKEN MEDICAL JOURNALS

CORRESPONDENCE DATA

Fax Number: (650)857-0663
 Phone: 6508435000
 Email: trademarks@cooley.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Todd Bontemps c/o Cooley LLP

900205615

**TRADEMARK
 REEL: 004648 FRAME: 0911**

CH \$165.00 76258683

Address Line 1: 777 6th Street, NW, Suite 1100
Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

ATTORNEY DOCKET NUMBER:	309556-100
NAME OF SUBMITTER:	Todd Bontemps
Signature:	/Todd Bontemps/
Date:	10/26/2011

Total Attachments: 7

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EXHIBIT D

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Trademark Assignment"), dated as of October 20, 2011 (the "Effective Date") is made by and between **LDI OPERATIONS, LLC**, a Delaware Limited Liability Company (the "Assignee") and **LEARNER'S DIGEST INTERNATIONAL, LLC**, a Delaware Limited Liability Company (the "Assignor"), in favor of the Assignee;

WHEREAS, Assignor and Assignee are parties to that certain Asset Contribution Agreement, dated October 20, 2011 (the "Contribution Agreement"), pursuant to which Assignor has agreed to sell, assign, transfer, convey, and deliver to Assignee all of Assignor's right, title, and interest in and to certain assets, including, without limitation, the Assigned Trademarks (defined below);

WHEREAS, all capitalized terms used but not defined in this Agreement shall have the definitions ascribed to such terms in the Contribution Agreement;

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignors to which the Assigned Trademarks pertain and such business is ongoing; and

WHEREAS, pursuant to the Contribution Agreement, Assignor and Assignee have agreed to enter into this Trademark Assignment.

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Contribution Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Assignor does hereby sell, assign, transfer, convey, and deliver to Assignee, free and clear of liens, other than Assumed Liabilities related to the Assigned Trademarks, all of such Assignor's right, title and interest in, to and under the trademark registrations and trademark applications listed on Schedule A (collectively, the "**Assigned Trademarks**") and the goodwill associated therewith and symbolized by the Assigned Trademarks, including renewals therefor, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing, and all rights to sue and bring other claims for past, present and future infringement, misappropriation or other violation of any of the foregoing and all rights to recover damages (including attorney's fees and expenses) or lost profits in connection therewith.

2. Recordation. Assignor hereby requests that the United States Patent and Trademark Office Commissioner for Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar) record Assignee as the assignee and owner of the Assigned Trademarks.

3. Information and Assistance. Upon Assignee's request and at Assignee's sole expense, Assignor shall execute, acknowledge and deliver all such other instruments and documents and shall take all such other actions required to consummate and make fully effective the transaction contemplated by this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein express or implied shall give or be construed to give to any person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

5. Counterparts. This Trademark Assignment may be executed in two or more consecutive counterparts (including by facsimile), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by facsimile or otherwise) to the other parties.

6. Section Headings. The section headings contained in this Trademark Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Trademark Assignment.

7. Contribution Agreement Controls. This Trademark Assignment is provided pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. Nothing contained in this Trademark Assignment shall be deemed to modify, supersede, enlarge or affect the rights of any person under the Contribution Agreement. If any provision of this Trademark Assignment is inconsistent or conflicts with the Contribution Agreement, the Contribution Agreement shall control.

8. Governing Law. This Trademark Assignment and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Trademark Assignment or the negotiation, execution or performance of this Trademark Assignment shall be governed by and construed in accordance with the laws of the State of California, regardless of laws that might otherwise govern under applicable principles of conflicts of law thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment Agreement to be executed as of the date first above written.

ASSIGNOR:

LEARNER'S DIGEST INTERNATIONAL, LLC

By: 

Name: FRED STUDIER

Title: PRESIDENT AND CEO

Acknowledged and Accepted:

ASSIGNEE:

LDI OPERATIONS, LLC

By: 

Name: FRED STUDIER

Title: PRESIDENT AND CEO

California All-Purpose Acknowledgement

State of California }
County of Los Angeles } SS.

On October 20, 2011, before me, KC Jones, Notary Public,
(Today's date) (Notary Name)

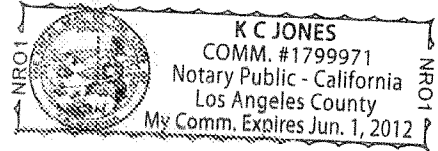
personally appeared Fredrick Studer
(Name of signer)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

[Handwritten signature of Notary Public]



Signature of Notary Public

(Notary Seal)

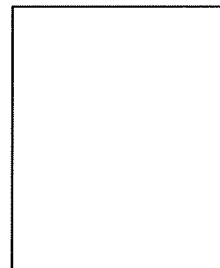
Additional Information

Description of Attached Document

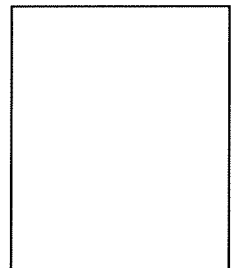
Title or Type of Document: Trademark Assignment Agreement - Learner's Design International, LLC
Document Date: Number of Pages: 3
Signer(s) Other Than Named Above: none

Capacity Claimed by the Signer

- Individual(s)
Corporate Officer
Partner(s) (Title)
Attorney-in-Fact
Trustee(s)
Guardian / Conservator
Other



Right Thumb Print



Right Thumb Print

California All-Purpose Acknowledgement

State of California }
County of Los Angeles } SS.

On October 20 20 11, before me, KC Jones, Notary Public,
(Today's date) (Notary Name)

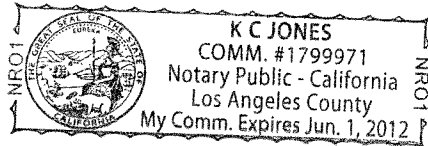
personally appeared Frederick Studer,
(Name of signer)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public



(Notary Seal)

Additional Information

Description of Attached Document

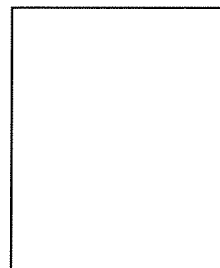
Title or Type of Document: Trademark Assignment Agreement - LDI Operators LLC

Document Date: Number of Pages: 3

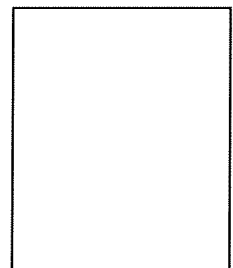
Signer(s) Other Than Named Above: None

Capacity Claimed by the Signer

- Individual(s)
Corporate Officer
Partner(s) (Title)
Attorney-in-Fact
Trustee(s)
Guardian / Conservator
Other



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Right Thumb Print

NOTARIAL CERTIFICATE

STATE OF _____)
)
COUNTY OF _____)

*See attached
CA Acknowledgment*

Before me, a Notary Public in and for the said county, personally appeared [Name] _____ as [Title] _____ of **LEARNER'S DIGEST INTERNATIONAL, LLC**, a Delaware Limited Liability Company, known to me to be the person who executed the foregoing instrument.

Whereof, I have hereunto set my hand and affixed my official seal this ____ day of _____, 2011.

NOTARY PUBLIC

STATE OF _____)
)
COUNTY OF _____)

*See attached
CA Acknowledgment*

Before me, a Notary Public in and for the said county, personally appeared [Name] _____ as [Title] _____ of **LDI OPERATIONS, LLC**, a Delaware Limited Liability Company, known to me to be the person who executed the foregoing instrument.

Whereof, I have hereunto set my hand and affixed my official seal this ____ day of _____, 2011.

NOTARY PUBLIC

SCHEDULE A TO TRADEMARK ASSIGNMENT AGREEMENT

Country	Mark	Serial No. (Application No.)	Reg. Date (Application Date)
US	LEARNERS DIGEST	#76258683	May 15, 2007
US	AUDIO-DIGEST	#73044322	August 10, 1976
US	DIABETES INSIGHT	#77915602	June 14, 2011
US	AUDIO-DIGEST FOUNDATION	#73044423	July 27, 1976
US	NURSES-DIGEST	#76588608	April 25, 2006
US	THE SPOKEN MEDICAL JOURNALS	#77291697	November 18, 2008
Japan	AUDIO-DIGEST	NO. 1,699,513	