

## 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
Herff Jones, Inc.		06/23/2011	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	IAT Interactive, LLC		
Street Address:	84 Business Park Drive, Suite 300		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10504		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3275136	ACTIVE PHYSICS	
Registration Number:	3529497	MIDDLE SCHOOL INQUIRY SCIENCE	
Registration Number:	3529496	PROJECT-BASED LIFE SCIENCE	
Registration Number:	3444511	ACTIVE CHEMISTRY	
Registration Number:	2888790	ACTIVE CHEMISTRY	
Registration Number:	2169260	MATH CONNECTIONS	
Registration Number:	2538451	IT'S ABOUT TIME	
Registration Number:	2360984	ACTIVE PHYSICS	
CORRESPONDENCE DATA			
Fax Number:	(317)231-7433		
Phone:	3172361313		
Email:	dwong@btlaw.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:	David A.W. Wong, Barnes & Thornburg LLP		

CH \$215.00 3275136

Address Line 1: 11 South Meridian Street  
Address Line 4: Indianapolis, INDIANA 46204-3535

ATTORNEY DOCKET NUMBER: 57473-100

NAME OF SUBMITTER: David A.W. Wong

Signature: /dwong/

Date: 02/08/2012

Total Attachments: 3  
source=Herff.TMAss#page1.tif  
source=Herff.TMAss#page2.tif  
source=Herff.TMAss#page3.tif

## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") dated and effective as of June 23, 2011 (the "Closing Date"), is entered into by HERFF JONES, INC., an Indiana corporation ("Assignor"), for the benefit of IAT Interactive, LLC, a New York limited liability company ("Assignee").

WHEREAS, pursuant to an Asset Purchase Agreement dated as of even date herewith (the "Purchase Agreement"), the Assignor has agreed to sell and assign, and Assignee has agreed to buy and acquire, all of Assignor's rights, title and interest in and to the trademarks (together with the goodwill associated with and symbolized thereby) that are listed in EXHIBIT A attached hereto (the "Trademarks").

NOW, THEREFORE, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all the right, title and interest that Assignor possesses and has the right to transfer in, to and under the Trademarks, including, without limitation, all applications to register any of the Trademarks, and all registrations that have been or may be granted for any of the Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Trademarks and symbolized thereby, together with the right to sue and recover damages for future, present and past infringements of the Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Trademarks.

This Assignment shall be governed by the terms, conditions, representations, warranties and covenants contained in the Purchase Agreement. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

**THE ASSIGNEE ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, THE ASSIGNOR DOES NOT MAKE AND HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, WRITTEN OR ORAL, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, AS TO ANY FACT OR MATTER WITH RESPECT TO THE TRADEMARKS. THE PARTIES ACKNOWLEDGE AND AGREE THAT ALL WARRANTIES (WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED) IN REGARD TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION OR DESIGN OR ARISING BY STATUTE OR OTHERWISE IN LAW, FROM A COURSE OF DEALING OR USAGE OF TRADE OR OTHERWISE ARE EXPRESSLY EXCLUDED. THE ASSIGNEE ACKNOWLEDGES AND AGREES THAT IT IS NOT RELYING ON ANY STATEMENT OR REPRESENTATION MADE BY OR ON BEHALF OF THE ASSIGNOR EXCEPT AS SPECIFICALLY SET FORTH IN THE PURCHASE AGREEMENT, AND THAT THE ASSIGNEE IS ACCEPTING THE TRADEMARKS ON AN "AS IS WHERE IS, WITH ALL FAULTS" BASIS.**

P

IN WITNESS WHEREOF, the Assignor has executed this Assignment effective as of the Closing Date.

HERFF JONES, INC.

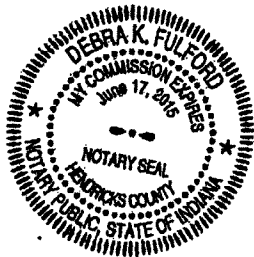
By: *Thomas A Carew*  
Printed: Thomas A Carew  
Title: VP/Gen Mgr - ED Div

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION    )

On the 17<sup>th</sup> day of June, 2011, before me, a Notary Public in and for said County and State, personally appeared Tom Carew and acknowledged that he is the VP - Gen Manager of Herff Jones, Inc.; that he is authorized by that corporation to execute the foregoing Assignment on behalf of that corporation; and, that he did execute the foregoing Assignment on behalf of the corporation, pursuant to such authority.

*Debra K. Fulford*  
Notary

Notary Seal



*R*

**EXHIBIT A  
TRADEMARKS**

- |                                  |   |
|----------------------------------|---|
| 1. ACTIVE PHYSICS                | U.S. Trademark Registration No. 3,275,136 |
| 2. MIDDLE SCHOOL INQUIRY SCIENCE | U.S. Trademark Registration No. 3,529,497 |
| 3. PROJECT-BASED LIFE SCIENCE    | U.S. Trademark Registration No. 3,529,496 |
| 4. ACTIVE CHEMISTRY              | U.S. Trademark Registration No. 3,444,511 |
| 5. ACTIVE CHEMISTRY              | U.S. Trademark Registration No. 2,888,790 |
| 6. MATH CONNECTIONS              | U.S. Trademark Registration No. 2,169,260 |
| 7. IT'S ABOUT TIME               | U.S. Trademark Registration No. 2,538,451 |
| 8. ACTIVE PHYSICS                | U.S. Trademark Registration No. 2,360,984 |

---

ASSIGNMENT OF TRADEMARKS  
1278071v1

Exhibit A

*R*