

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the name of the Assignor previously recorded on Reel 002874 Frame 0686. Assignor(s) hereby confirms the Assigns the Entire Interest and the Goodwill.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Troll Communications L.L.C.		05/27/2003	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Scholastic Inc.
<b>Street Address:</b>	557 Broadway
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10012
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2719176	FIRST-START
Registration Number:	2449384	GRUMPY BUNNY
Registration Number:	2293847	I CAN READ ABOUT

**CORRESPONDENCE DATA**

Fax Number: 2125939175  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-980-0120  
 Email: pto@fkks.com  
 Correspondent Name: Frankfurt Kurnit Klein & Selz PC  
 Address Line 1: 488 Madison Avenue  
 Address Line 2: Attn.: Trademark Department  
 Address Line 4: New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	020843.0200	<b>TRADEMARK</b>
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OP \$90.00 2719176

NAME OF SUBMITTER:	Matthew Bart
Signature:	/Matthew Bart/
Date:	06/22/2012
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**TRADEMARK ASSIGNMENT**

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Troll Holdings, Inc.		05/27/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Scholastic Inc.
Street Address:	557 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10012
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	2452203	TROLL
Registration Number:	1080832	TROLL
Registration Number:	1213079	TROLL LISTENING LAB
Registration Number:	2124370	TROLL READING EXPRESS
Registration Number:	2030601	TROLL NATURE WATCH
Registration Number:	1080833	TROLL ASSOCIATES
Registration Number:	2461255	TROLL BOOK CLUBS
Registration Number:	2328353	TROLL AT HOME
Registration Number:	1874328	TROLL LEARN & PLAY
Registration Number:	1953265	TROLL MEDALLION
Registration Number:	2001439	TROLL BOOK FAIRS
Registration Number:	2046414	TROLL SUPER FAIRS
Registration Number:	2677496	ALWAYS FRIENDS
Registration Number:	2400429	BOOK BLAST!
Registration Number:	2402339	BOOK BLAST!

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Registration Number:	1891710	BRIDGEWATER BOOKS
Registration Number:	2118457	CREEPY TIME
Registration Number:	1214450	FIRST-START
Serial Number:	76431837	FIRST-START
Registration Number:	2184585	FRIEND-TO-FRIEND
Serial Number:	76426401	FUN 4 U
Serial Number:	76426402	PRINCESS PARTY
Serial Number:	76438011	SLIMY, ICKY, STICKY, GOOP LAB
Serial Number:	76437759	ULTIMATE YOU!
Registration Number:	2421845	GIRL CONNECTION
Registration Number:	2421848	GIRL CONNECTION
Registration Number:	1992760	GREAT BEGINNINGS
Registration Number:	2610558	GREAT BEGINNINGS
Registration Number:	2449384	GRUMPY BUNNY
Registration Number:	2293847	I CAN READ ABOUT
Registration Number:	2034251	MIDNIGHT FRIGHT
Registration Number:	2006983	MIDNIGHT FRIGHT
Registration Number:	2491140	SCHOOLZ OUT!
Registration Number:	2476237	SCHOOLZ OUT!
Registration Number:	2373755	SCIENCE INVESTIGATOR
Registration Number:	2118456	SHRIEKS!
Registration Number:	1609059	A WATERMILL CLASSIC
Registration Number:	1609060	WATERMILL PRESS
Registration Number:	2239673	WEIRD WORLD
Registration Number:	2294664	WEIRD WORLD

**CORRESPONDENCE DATA**

Fax Number: (212)593-9175  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212.980.0120  
Email: NDeiVecchio@fkkslaw.com  
Correspondent Name: Frankfurt Kurnit Klein & Selz, PC  
Address Line 1: 488 Madison Avenue  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	4704-0600
NAME OF SUBMITTER:	Nicoletta Del Vecchio

Total Attachments: 6

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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of July 1, 2003, is made and entered into by Troll Holdings, Inc., a Delaware corporation, Troll Communications L.L.C., Troll Associates L.L.C., Troll Book Fairs L.L.C., Troll Home Clubs L.L.C., Troll Publishing L.L.C., Troll Book Clubs L.L.C., Troll Realty L.L.C. and Troll School & Library L.L.C. (collectively, "Sellers").

## RECITALS

WHEREAS, Sellers and Scholastic Inc., a New York corporation ("Purchaser") are parties to that certain Asset Purchase Agreement dated as of May 27, 2003 (the "Purchase Agreement"), pursuant to which, *inter alia*, Purchaser has acquired certain Assets (as defined therein) from the Sellers;

WHEREAS, the Sellers, individually or collectively, own all right, title and interest in, to and under certain intellectual property included in the Assets; and

WHEREAS, as a condition to Closing (as defined in the Purchase Agreement), Sellers agreed to execute and deliver this Assignment pursuant to which the Sellers confirm the assignment to the Purchaser of all of their right, title and interest in, to and under certain intellectual property of Sellers.

NOW THEREFORE, in consideration of the promises and mutual agreements set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, the Sellers acknowledge as follows:

1. Assignment and Transfer. Sellers hereby confirm the sale, assignment, conveyance, transfer and delivery to Purchaser, for Purchaser's sole and exclusive use and enjoyment, of all of Sellers' right, title and interest in and to (A) the trademarks, trade names, service marks and logos owned by Sellers, including without limitation, the "TROLL" mark, whether or not registered, and including all registrations and applications for registration thereof anywhere in the world, such registrations and applications to be set forth on Exhibit A hereto, together with the goodwill associated therewith; (B) to the extent owned by Sellers, all copyrights, whether or not registered, including all registrations and all pending applications for registration therefor, including without limitation copyrights in and to the Sellers' Products and to all articles, photographs, illustrations and artwork appearing in Sellers' Products, and including without limitation all copyright registrations identified on Exhibit B; and (C) any and all rights to sue for claims and remedies against past, present and future infringements of any or all of the foregoing, and rights of priority and protection of interests therein under the laws of any jurisdiction (collectively, "Transferred Intellectual Property").

2. Recordation of Trademarks and Copyrights. Sellers hereby authorize and request the Commissioner of Patents and Trademarks of the United States, Register of

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Copyrights of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations, to issue all registrations and applications for registration included in the Transferred Intellectual Property in the name of Purchaser.

3. Further Assurances. The Sellers covenant and agree that they will, upon the reasonable request of Purchaser execute and deliver, or cause to be executed or delivered, any and all documents provided by Purchaser that may be necessary or desirable to perfect the sale, assignment, conveyance and transfer of the Transferred Intellectual Property to Purchaser.

4. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Delaware without giving effect to conflicts of laws principles.

5. Binding Effect. This Assignment shall inure to the benefit of Purchaser and its successors and assigns and shall be binding upon Sellers and their respective successors and assigns.

6. Amendments. No modification, waiver or amendment of this Assignment shall be binding unless executed in writing by the Sellers and Purchaser. No waiver of any of the provisions of this Assignment shall be deemed or shall constitute a waiver of any other provision hereof unless otherwise expressly provided.

7. Conflicts. Nothing contained in this Assignment shall be deemed to supersede any of the agreements of Purchaser and Sellers contained in the Purchase Agreement. In the event of any conflict or inconsistency between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

8. Definitions. Capitalized terms used herein and not otherwise defined herein have the meanings given to them in the Purchase Agreement.

9. Counterparts. This Assignment may be executed in two or more parts, including by facsimile signature, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.

*[Remainder of page intentionally left blank]*

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

TROLL HOLDINGS, INC.

By: [Signature]  
Name: Peter Bergen  
Title: President

TROLL COMMUNICATIONS L.L.C.

By: [Signature]  
Name: Peter Bergen  
Title: President

TROLL ASSOCIATES L.L.C.

By: [Signature]  
Name: Peter Bergen  
Title: President

TROLL BOOK FAIRS L.L.C.

By: [Signature]  
Name: Peter Bergen  
Title: President

TROLL HOME CLUBS L.L.C.

By: [Signature]  
Name: Peter Bergen  
Title: President



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TROLL PUBLISHING L.L.C.

By: *Peter Bergen*  
Name: *Peter Bergen*  
Title: *President*

TROLL BOOK CLUBS L.L.C.

By: *Peter Bergen*  
Name: *Peter Bergen*  
Title: *President*

TROLL REALTY L.L.C.

By: *Peter Bergen*  
Name: *Peter Bergen*  
Title: *President*

TROLL SCHOOL AND LIBRARY L.L.C.

By: *Peter Bergen*  
Name: *Peter Bergen*  
Title: *President*

EXHIBIT A

Trademark Registrations and Applications

TROLL COMMUNICATIONS L.L.C.  
U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARKS</u> <u>APPLICATION #</u>	<u>REGISTRATION</u>
TROLL and Design	2,452,303
TROLL	1,080,832
TROLL LISTENING LAB	1,213,079
TROLL READING EXPRESS	2,124,370
TROLL NATURE WATCH	2,030,601
TROLL ASSOCIATES	1,980,833
TROLL BOOK CLUBS	2,461,255
TROLL AT HOME	2,328,353
TROLL LEARN! & PLAY	1,874,328
TROLL MEDALLION	1,951,265
TROLL BOOK FAIRS	2,001,439
TROLL SUPER PAIRS	2,046,414
ALWAYS FRIENDS	2,677,496
BOOK BLAST!	2,400,429
BOOK BLAST! and Design	2,402,339
BRIDGEWATER BOOKS	1,891,719
CREEPY TIME	2,118,457
FIRST-START	1,214,450
FIRST-START	76-031837
FRIEND-TO-FRIEND	2,384,585

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FUN 4 U	76-426401
GIRL CONNECTION	2,421,845
GIRL CONNECTION and Design	2,421,848
GREAT BEGINNINGS	1,992,760
GREAT BEGINNINGS and Design	2,610,558
GRUMPY BUNNY	2,449,384
I CAN READ ABOUT	2,293,847
MIDNIGHT FRIGHT	2,034,251
MIDNIGHT FRIGHT and Design	2,006,983
PRINCESS PARTY	76-426402
SCHOOLZ OUT!	2,491,140
SCHOOLZ OUT! and Design	2,476,237
SCIENCE INVESTIGATOR	2,373,755
SHRIEKS!	2,118,456
SLIMY, ICKY, STICKY, GOOP LAB	76-438011
ULTIMATE YOU!	76-437759
A WATERMILL CLASSIC	1,609,059
WATERMILL PRESS	1,609,060
WEIRD WORLD	2,239,673
WEIRD WORLD and Design	2,294,664