

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AIM Education, Inc.		10/24/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Facts on File, Inc.
<b>Street Address:</b>	132 West 31st Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10001
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	2347798	TEACHER'S VIDEO COMPANY
Registration Number:	2452431	GLOBAL VIDEO
Registration Number:	2780870	TEACHER'S SOFTWARE COMPANY
Registration Number:	3060867	SUNBURST VISUAL MEDIA
Registration Number:	3056152	SUNBURST VISUAL MEDIA
Registration Number:	3114958	TEACHER'S MEDIA COMPANY
Registration Number:	3143101	CURRICULUM CLIPS
Registration Number:	2086788	HOMEWORK HOTLINE EDUCATIONAL SERVICES
Registration Number:	3810207	LEARN 360 ENGAGE · ENRICH · EXCEL
Registration Number:	2006067	
Registration Number:	2053174	PUBLISHING SPECIAL BOOKS FOR SPECIAL KIDS
Registration Number:	2273146	SUBSTANCE FREE KIDS
Registration Number:	2552013	OUR SCHOOL IS SPECIAL ... THANKS TO YOU!
Registration Number:	2303339	CHILDSWORK CHILDSPLAY

CH \$515.00 2347798

Registration Number:	2497340	HEALTHY HABITS FOR KIDS
Registration Number:	1963243	THE BUREAU FOR AT-RISK YOUTH
Registration Number:	1966692	AT-RISK RESOURCES
Registration Number:	1965208	SPECIAL KIDS IN SCHOOL
Registration Number:	3147663	CHILDSWORK CHILDSPLAY
Registration Number:	3347856	PUBLISHING SPECIAL BOOKS FOR SPECIAL KIDS

**CORRESPONDENCE DATA**

Fax Number: 2129692900  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 2129693000  
Email: trademark@proskauer.com  
Correspondent Name: Proskauer Rose LLP  
Address Line 1: 11 Times Square  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	28376-016
NAME OF SUBMITTER:	Adam D. Siegartel
Signature:	/Adam D. Siegartel/
Date:	11/05/2012

Total Attachments: 7  
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## EXECUTION VERSION

### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of October 24, 2012, by and between AIM Education, Inc., a Delaware corporation ("Assignor"), and Facts on File, Inc., a Delaware corporation ("Assignee"). All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement, dated as of October 24, 2012, by and among Assignee, Assignor and AIM Holdings, Inc., a Delaware corporation (the "Asset Purchase Agreement").

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has sold, transferred, conveyed, assigned and delivered to Assignee, and Assignee has acquired from Assignor, simultaneously herewith, all of the Purchased Assets;

WHEREAS, Assignor owns (a) the trademarks and corresponding registrations and applications therefor listed on Schedule A attached hereto and (b) all goodwill associated with these trademarks and corresponding registrations and applications (the trademarks, corresponding registrations/applications, and goodwill, collectively, the "Trademarks");

WHEREAS, the Trademarks constitute part of the Purchased Assets; and

WHEREAS, Assignee is purchasing the Trademarks from Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the Trademarks, including all rights to sue and recover for past infringement.

2. Assignor, its successors and assigns shall promptly execute and deliver all such further assignments, documents or other instruments of conveyance and transfer and assist in all proceedings as Assignee, its successors and assigns, may reasonably request to (a) perfect, register or record the rights of Assignee to the Trademarks, or (b) otherwise accomplish the intent of this Assignment.

3. Assignor hereby irrevocably constitutes and appoints Assignee, its successors and assigns as Assignor's true and lawful attorney, with full power of substitution, and Assignor gives and grants to Assignee, its successors and assigns, full power and authority in Assignor's name, at any time, to (a) execute all documents, complete all transactions, and assist in all proceedings reasonably necessary to (i) effectuate the transfer of the Trademarks to Assignee, (ii) perfect, register or record the rights of Assignee to the Trademarks, or (iii) otherwise accomplish the intent of this Assignment, and (b) do and perform such further acts and things as may be reasonably necessary concerning the subject matter of this paragraph with like power and as fully as Assignor could do or might have done. This limited power of attorney is coupled with an interest and is irrevocable.

4. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Assignment shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made and to be performed in New York.

6. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Original signatures hereto may be delivered by facsimile or PDF which shall be deemed originals.

7. The invalidity or unenforceability of any provision of this Assignment shall not affect the validity or enforceability of any other provision of this Assignment, which shall remain in full force and effect.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned parties have duly executed and delivered this Assignment as of the date first set forth above.

**ASSIGNOR:**

**AIM EDUCATION, INC.**

By:   
\_\_\_\_\_

Name: James C. Sanborn

Title: President

**ASSIGNEE:**

**FACTS ON FILE, INC.**

By: \_\_\_\_\_

Name: Mark. McDonnell

Title: President

*[Signature Page to Trademark Assignment]*

**TRADEMARK**  
**REEL: 004894 FRAME: 0085**

**IN WITNESS WHEREOF**, the undersigned parties have duly executed and delivered this Assignment as of the date first set forth above.

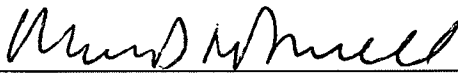
**ASSIGNOR:**

**AIM EDUCATION, INC.**

By: \_\_\_\_\_  
Name: James C. Sanborn  
Title: President

**ASSIGNEE:**

**FACTS ON FILE, INC.**

By:  \_\_\_\_\_  
Name: Mark. McDonnell  
Title: President

**Schedule A**

U.S. Marks:

<b>Mark</b>	<b>Last Listed Owner in USPTO Record</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Mark Status</b>
TEACHER'S VIDEO COMPANY	AIM Education, Inc.	2347798	05/02/00	Registration cancelled on December 3, 2010
GLOBAL VIDEO	Global Video, LLC	2452431	05/22/01	Registration cancelled on March 1, 2008
TEACHER'S SOFTWARE COMPANY	AIM Education, Inc.	2780870	11/04/03	Registration cancelled on June 12, 2010
SUNBURST VISUAL MEDIA and Design	AIM Education Inc.	3060867	02/21/06	Registration cancelled on September 28, 2012
SUNBURST VISUAL MEDIA and Design	AIM Education Inc.	3056152	01/31/06	Registration cancelled on September 28, 2012
TEACHER'S MEDIA COMPANY	AIM Education, Inc.	3114958	07/11/06	Live
CURRICULUM CLIPS	AIM Education, Inc.	3143101	09/12/06	Live
HOMEWORK HOTLINE EDUCATIONAL SERVICES	Hotline Educational	2086788	08/12/97	Registration cancelled on

	Services			May 16, 2008
LEARN 360 ENGAGE ENGAGE ENRICH EXCEL	AIM Education, Inc.	3810207	06/29/2010	Live
Design only	No registered owner	2006067	10/08/96	Live
PUBLISHING SPECIAL BOOKS FOR SPECIAL KIDS	Global Video, LLC	2053174	04/15/97	Live
SUBSTANCE FREE KIDS	Global Video, LLC	2273146	08/24/99	Registration cancelled on March 27, 2010.
OUR SCHOOL IS SPECIAL...THANKS TO YOU!	Global Video, LLC	2552013	03/26/02	Live
CHILDSWORK/CHILDSPLAY	Global Video, LLC	2303339	12/28/99	Registration cancelled on July 31, 2010
HEALTHY HABITS FOR KIDS	Global Video, LLC	2497340	10/09/01	Registration cancelled on May 11, 2012
THE BUREAU FOR AT-RISK YOUTH	Global Video, LLC	1963243	03/19/96	Live
AT-RISK RESOURCES	Global Video, LLC	1966692	04/09/96	Live
SPECIAL KIDS IN SCHOOL	Global Video, LLC	1965208	04/02/96	Live
CHILDSWORK CHILDSPLAY	Global Video, LLC	3147663	09/26/06	Live



PUBLISHING SPECIAL BOOKS FOR SPECIAL KIDS	Global Video, LLC	3347856	12/04/07	Live
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Canadian Marks:

Mark	Registered Owner	Registration No.	Registration Date	Mark Status
SUNBURST VISUAL MEDIA and Design	AIM Education, Inc.	TMA638099	04/21/05	Live
SUNBURST VISUAL MEDIA and Design	AIM Education, Inc.	TMA637866	04/20/05	Live
TEACHER'S MEDIA COMPANY	AIM Education, Inc.	TMA653909	11/29/05	Live
CURRICULUM CLIPS	AIM Education, Inc.	TMA653045	11/21/05	Live
TEACHER'S VIDEO COMPANY and Design	AIM Education, Inc.	TMA653665	11/28/05	Live
CHILDSWORK CHILDSPLAY	Global Video, LLC	TMA680847	02/01/07	Live
TEACHER'S POSTER COMPANY and Design	AIM Education, Inc.	TMA646518	08/24/05	Live
LEARN 360	AIM Education, Inc.	TMA776285	09/03/2010	Live