

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
Where's It @? Media, LLC		08/10/2012	LIMITED LIABILITY COMPANY: MISSOURI
RECEIVING PARTY DATA			
Name:	Centene Corporation		
Street Address:	7700 Forsyth Boulevard		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4165800	OFF THE CHAIN	
Registration Number:	4203698	OFF THE CHAIN REAL ISSUES REAL ANSWERS	
Registration Number:	4114661		
CORRESPONDENCE DATA			
Fax Number:	2022238163		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(314) 505-6750		
Email:	mgammill@centene.com		
Correspondent Name:	Meredith P. Gammill		
Address Line 1:	1150 Connecticut Ave., NW, Suite 1000		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	DR. MASON		
NAME OF SUBMITTER:	Meredith P. Gammill		

OP \$90.00 4165800

Signature:	/MPG-CC/
Date:	12/13/2012
Total Attachments: 4 source=Signed Assigned Trademarks Centene#page1.tif source=Signed Assigned Trademarks Centene#page2.tif source=Signed Assigned Trademarks Centene#page3.tif source=Signed Assigned Trademarks Centene#page4.tif	

**ASSIGNMENT OF U.S. TRADEMARKS
AND DOMAIN NAMES**

August 10

This Assignment of U.S. Trademarks and Domain Names ("Assignment"), dated July ____, 2012, is entered into by Pixie Stuff, L.L.C., a Missouri Limited Liability Company ("Pixie") and Where's It @? Media, LLC, a Missouri Limited Liability Company ("WIAM"), both having offices at 18 Brighton Way, St. Louis, Missouri 63105 (Pixie and WIAM shall collectively be referred to as the "Assignors"), for the benefit of Centene Corporation, a Delaware Corporation, with offices at 7700 Forsyth Boulevard, St. Louis, Missouri 63105 ("Assignee"). Pixie, WIAM, Assignors, and Assignee may hereinafter be referred to individually as a "Party" or collectively as the "Parties." Any capitalized terms used in this Assignment without definition have the respective meanings given to them in the Agreement.

WHEREAS, Assignors and Assignee are parties to that certain Agreement, dated as of January 5th, 2012 (the "Agreement");

WHEREAS, pursuant to the Agreement, Assignors are obligated to assign to Assignee all of their right, title, and interest in and to the trademarks and domain names set forth on Schedule 1 attached hereto (hereinafter referred to as the "Intellectual Property"); and

WHEREAS, Assignors own the entire, right, title, and interest in and to the Intellectual Property.

NOW THEREFORE, Assignors, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **DO HEREBY** irrevocably and unconditionally grant, sell, bargain, assign, transfer, convey and deliver to Assignee good and valid title, and all of Assignors' right, title and interest free and clear of all liens, security interests and other encumbrances, in and to the Intellectual Property along with all of the goodwill associated with the Intellectual Property, and the right to sue and recover for infringements occurring prior to this assignment. Assignors represent and warrant that at the time of making this Assignment they are the owner of all right, title, and interest in and to the Intellectual Property, and all the goodwill therein; that the Intellectual Property is currently in force; and that they have not licensed, mortgaged, or otherwise transferred any rights in the Intellectual Property to any person or entity other than Assignee.

TO HAVE AND TO HOLD the Intellectual Property, with all of the rights and appurtenances thereto belonging unto Assignee, for itself, its successors and assigns for its own use and behalf forever.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignors covenant that Assignors will do, execute and deliver, or will cause to be done, executed and delivered, all such further reasonable acts, transfers, assignments and conveyances, powers of attorney and assurances, for the better assuring, conveying and confirming unto Assignee the entire right, title and interest in the Intellectual Property hereby sold, transferred, assigned and conveyed as Assignee may reasonably require, at Assignee's sole cost and expense.

This Assignment and the covenants and agreements herein contained shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon Assignors, their successors and assigns.

SIGNATURE PAGE

IN WITNESS WHEREOF, intending to be legally bound hereby, Assignors has executed and delivered this Assignment as of the day and year first above written.

FOR: PIXIE STUFF, L.L.C.

DATE: August 10, 2012

BY: Jennifer Saffin Hein

TITLE: Chief Business Officer

NAME: JENNIFER JAFFIN HEIN

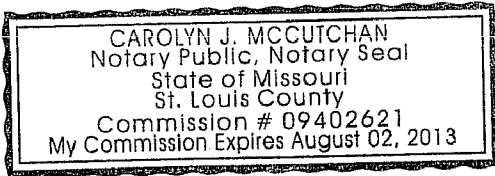
STATE OF MISSOURI)

COUNTY OF ST. LOUIS)

On this August 10, 2012, before me, Carolyn J McCutchan, a Notary Public in and for said state, personally appeared Jennifer Saffin Hein, officer of the above-named business entity, known to me to be the person who executed the within Assignment, and who did state that said instrument was signed on behalf of said business entity, and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and said State aforesaid, the day and year first above written.

Notary Public: Carolyn J McCutchan



IN WITNESS WHEREOF, intending to be legally bound hereby, Assignors has executed and delivered this Assignment as of the day and year first above written.

FOR: WHERE'S IT @? MEDIA, LLC

DATE: August 10, 2012

BY: Jennifer Jaffin Hein
NAME: JENNIFER JAFFIN HEIN

TITLE: Chief Business Officer

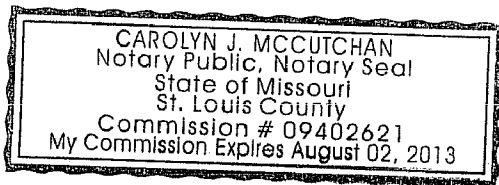
STATE OF MISSOURI)

COUNTY OF ST. LOUIS)

On this August 10, 2012, before me Carolyn J. McCutchan Notary Public in and for said state, personally appeared Jennifer Jaffin Hein, officer of the above-named business entity, known to me to be the person who executed the within Assignment, and who did state that said instrument was signed on behalf of said business entity, and acknowledged to me that he executed the same for the purposes therein stated.


IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and said State aforesaid, the day and year first above written.

Notary Public: Carolyn J. McCutchan



SCHEDULE 1

U.S. TRADEMARKS

Trademark	Registration No./ Application Serial No.	Date of Application	Description	Current Owner
OFF THE CHAIN	Reg. No. 4,165,800	July 7, 2011	Series of non-fiction books in the field of teen and young adult issues; bookmarks; printed educational and entertainment publications, namely, handouts, worksheets, workbooks, teacher guides, manuals, posters and educational booklets all in the field of teen and young adult issues; printed charts; greeting cards; post cards; trading cards in Class 16	Where's It @? Media, LLC
OFF THE CHAIN REAL ISSUES REAL ANSWERS	Ser. No. 85/457,009 Date of Notice of Allowance: May 29, 2012	October 26, 2011	Series of non-fiction books in the field of teen and young adult issues; bookmarks; printed educational and entertainment publications, namely, handouts, worksheets, workbooks, teacher guides, manuals, posters and educational booklets all in the field of teen and young adult issues; printed charts; greeting cards; post cards; trading cards in Class 16	Where's It @? Media, LLC
	Reg. No. 4,114,661	August 2, 2011	Series of non-fiction books in the field of nutrition, fitness and overall wellness; bookmarks; printed educational and entertainment publications, namely, handouts, worksheets, workbooks, educational workbooks, teacher guides, manuals, posters and educational booklets all in the field of nutrition, fitness and overall wellness; printed charts in Class 16	Where's It @? Media, LLC
SAY "NOPE" TO SMOKE	85/440,624	October 6, 2011	Jewelry; rubber or silicon wristbands in the nature of a bracelet in Class 14	Pixie Stuff, L.L.C.