

## 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
	The Trustee of Edna Shostak Revocable Trust , Lucy Shostak		12/19/2013	TRUST: NEW YORK
RECEIVING PARTY DATA				
Name:	William H. Sadlier, Inc.			
Street Address:	9 Pine Street			
City:	New York			
State/Country:	NEW YORK			
Postal Code:	10005			
Entity Type:	CORPORATION: NEW YORK			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Serial Number:	85691767	VOCABULARY WORKSHOP	
CORRESPONDENCE DATA				
Fax Number:	2128189606			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-818-9200			
Email:	mlerner@ssbb.com			
Correspondent Name:	Mark Lerner			
Address Line 1:	230 Park Avenue			
Address Line 2:	Suite 1130			
Address Line 4:	New York, NEW YORK 10169-0076			
ATTORNEY DOCKET NUMBER:	085180.10			
NAME OF SUBMITTER:	Mark Lerner			
Signature:	/mark lerner/			

CH \$40.00 85691767

Date:

12/23/2013

Total Attachments: 2

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## ASSIGNMENT OF TRADEMARK

WHEREAS, The Trustee of Edna Shostak Revocable Trust, Lucy Shostak, an individual citizen of the United States, as trustee ("Assignor") owns pending trademark application for VOCABULARY WORKSHOP (Serial No. 85691767) in connection with "a series of sound recordings featuring content for language arts educational purposes; software used for generating tests in the field of language arts education; a series of educational books, teacher's guides, test booklets, and test preparation books in the field of language arts; and flash cards" (the "Application"); and

WHEREAS, William H. Sadlier, Inc., a New York corporation with its principal place of business at 9 Pine Street, New York, New York 10005 ("Assignee") maintains that it is the proper owner of all rights, title and interest in and to the mark VOCABULARY WORKSHOP (the "Mark") and desires that Assignor transfer said Application;

WHEREAS, the parties wish to confirm their understanding and intention in their Agreement dated December 19, 2013 that Assignee be considered the owner of all right, title, and interest to the Mark and Application as of the date of execution of this assignment;

NOW, THEREFORE, for the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell and assign to Assignee, *nunc pro tunc*, the entire right, title, and interest in and to the Application, along with any rights it may have in the Mark, together with the goodwill of the business appurtenant thereto and symbolized thereby.

Assignor hereby irrevocably constitutes and appoints Assignee and its successors, legal representatives and assigns the true and lawful attorneys of Assignor, with full power of substitution, in the name of Assignor or Assignee but on behalf of and for the benefit of Assignee and its successors, legal representatives and assigns, and at the sole expense of Assignee, to institute, prosecute, compromise, defend and settle any and all proceedings at law, in equity or otherwise that Assignee and its successors, legal representatives or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to any property rights of Assignor in the Mark, including the right to sue for past infringement of the Mark, and to do all such acts and things in relation thereto and as its successors, legal representatives or assigns, shall deem desirable. Assignor shall fully cooperate with and assist Assignee in such proceedings. Assignor hereby declares that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable and perpetual and shall not be terminated by any act of Assignor or by operation of law, or by the occurrence of any other event, including, without limitation, the bankruptcy of Assignor, or in any other manner or for any other reason.

This instrument is executed by, and shall be binding upon, Assignor, his successors and assigns, for the uses and purposes above set forth and referred to and shall inure to the benefit of Assignee, its successors and assigns.

