

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM304320

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Headsprout, Inc.		03/27/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mimio, LLC		
<b>Street Address:</b>	1 Charles Park, 3rd Floor		
<b>City:</b>	Cambridge		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02142-1254		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3392007	SPROUT STORY	
<b>Registration Number:</b>	3888113	SPROUT STORY	
<b>Serial Number:</b>	85472106	GROWING SUCCESSFUL LEARNERS	
<b>Registration Number:</b>	2858200	HEADSPROUT	
<b>Registration Number:</b>	3779651	RESEARCHED. TESTED. GUARANTEED.	
<b>Registration Number:</b>	3868761	SPROUT GAMES	
<b>Registration Number:</b>	3392006	SPROUT STORIES	
<b>Registration Number:</b>	3895558	SPROUT STORIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9735972400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	9734226426		
<b>Email:</b>	lstrademark@lowenstein.com		
<b>Correspondent Name:</b>	Vanessa A. Ignacio, Esq.		
<b>Address Line 1:</b>	65 Livingston Avenue		
<b>Address Line 4:</b>	Roseland, NEW JERSEY 07068		
<b>ATTORNEY DOCKET NUMBER:</b>	22579/25		
<b>NAME OF SUBMITTER:</b>	Vanessa A. Ignacio		
<b>SIGNATURE:</b>	/Vanessa A. Ignacio/		

CH \$215.00 3392007

<b>DATE SIGNED:</b>	05/14/2014
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**Total Attachments: 4**  
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source=Mimio Trademark Schedule#page1.tif

## TRADEMARK ASSIGNMENT AGREEMENT

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (this "Trademark Assignment Agreement") is entered into as of July 12, 2013, by and between **Headsprout, Inc.**, a Delaware corporation (the "Assignor") and **Mimio, LLC**, a Delaware limited liability company (the "Assignee"). Capitalized terms used in this Trademark Assignment Agreement but not otherwise defined herein have the meanings ascribed thereto in the Asset Purchase Agreement (as defined herein).

### RECITALS:

**WHEREAS**, Assignor is the owner of the trademark applications and registrations listed on Schedule A attached hereto (the "Marks");

**WHEREAS**, the Assignor's parent Newell Rubbermaid Inc. and the Assignee entered into that certain Asset Purchase Agreement (the "Asset Purchase Agreement") dated of even date with the execution of this Trademark Assignment Agreement, pursuant to which the Assignor has agreed to sell, assign, convey, transfer and deliver the Marks to the Assignee subject to the terms and conditions of the Asset Purchase Agreement; and

**WHEREAS**, the Assignee is desirous of confirming as a matter of record its acquisition of the Marks, including pending applications and registrations, together with the good will of the business connected with the Marks.

### AGREEMENT:

**NOW, THEREFORE**, in consideration of the foregoing and the mutual representations, warranties and covenants set forth herein and in the Asset Purchase Agreement, and for the consideration described in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Assignor hereby assigns, sells, conveys, transfers and sets over to the Assignee all rights, title and interest of the Assignor in, to and under the Marks, including pending applications, registrations and common law rights, together with the good will of the business symbolized by the Marks, and all causes of action and claims based on past actions or infringement related to the Marks (collectively, the "Assignment"). The Assignee hereby accepts the Assignment of the Marks as contemplated herein.
2. From time to time and at any time, at the Assignee's request, and without further consideration, the Assignor shall execute and deliver such further documents and instruments of conveyance, assignment and transfer, and shall take such further actions as may be necessary, desirable, proper or advisable under applicable Laws, for the purpose of transferring and conveying all right, title and interest in and to the Marks. In the event the Assignor chooses to engage counsel to advise or assist with respect to such actions, the Assignor's legal fees and expenses shall be the Assignor's sole responsibility.
3. This Trademark Assignment Agreement is an instrument of transfer contemplated by, and executed pursuant to, the Asset Purchase Agreement and is subject in all respects to the terms and conditions thereof, and all of the representations, warranties, covenants and agreements of the Assignor and Assignee contained therein, all of which shall survive the execution and delivery of this Trademark Assignment Agreement in accordance with the terms of the Asset Purchase Agreement. Nothing in this Trademark Assignment Agreement will be construed to supersede, amend or modify any provision of the Asset Purchase Agreement or any rights or obligations under the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement will govern.
4. Each party hereto agrees to cooperate fully with the other party and to execute such further instruments, documents and agreements, and to give such further written assurances, as may be reasonably requested or necessary, proper or advisable under applicable Laws by any other party to evidence and reflect better and to carry into effect the intents and purposes of this Trademark Assignment Agreement.

5. Nothing in this instrument, express or implied, is intended or will be construed to confer upon, or give to, any person other than the Assignee and its successors and assigns, any remedy or claim under or by reason of this instrument or any terms, covenants or conditions hereof, and all of the terms, covenants and conditions, promises and agreements contained in this instrument will be for the sole and exclusive benefit of the Assignee and its successors and assigns.
6. This Trademark Assignment Agreement (a) is executed by, and will be binding upon, the respective parties hereto and their successors and assigns, and (b) may be signed in counterparts as provided in the Asset Purchase Agreement.
7. The parties may amend this Trademark Assignment Agreement only by a written agreement signed by the parties to be bound by the amendment and that identifies itself as an amendment to this Trademark Assignment Agreement.
8. If any provision of this Trademark Assignment Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Trademark Assignment Agreement will remain in full force. Any provision of this Trademark Assignment Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(Signature page follows)

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment Agreement under seal on date indicated below.

Headsprout, Inc.

Mimio, LLC

By: 

By: 

Name: Bradford R. Turner

Name: Ali Reza (Alex) Soltani

Title: VP Deputy General Counsel,

Title: Manager

ASST. SECRETARY  
Date: 3/27/14

Date: \_\_\_\_\_

Trademark	TM Logo	Country	Status	Owner	Reg. No.	Reg. Date	Appln. No.	Appln. Date
SPROUT STORY	SPROUT STORY	United States of America	Registered	Headsprout, Inc.	3392007	4-Mar-08	78978654	30-Sep-05
SPROUT STORY	SPROUT STORY	United States of America	Registered	Headsprout, Inc.	3888113	7-Dec-10	78724618	30-Sep-05
FLEXIPHONICS		United States of America	Registered	Headsprout, Inc.	3298414	25-Sep-07	76348017	10-Dec-01
GROW TO KNOW GROWING SUCCESSFUL LEARNERS		United States of America	Registered	Headsprout, Inc.	2998528	20-Sep-05	76124504	8-Sep-00
HEADSPROUT		Australia	Pending	Headsprout, Inc.			85472106	14-Nov-11
HEADSPROUT		Canada	Registered	Headsprout, Inc.	892390	10-Mar-06	1133882	29-Mar-06
HEADSPROUT		Canada	Registered	Headsprout, Inc.	TMA756654	8-Jan-20	1294056	17-Mar-06
HEADSPROUT		China	Registered	Headsprout, Inc.	892390	29-Mar-06	892390	29-Mar-06
HEADSPROUT		Japan	Registered	Headsprout, Inc.	892390	29-Mar-06	892390	29-Mar-06
HEADSPROUT		Republic of Korea (South)	Registered	Headsprout, Inc.	892390	29-Mar-06	892390	29-Mar-06
HEADSPROUT		Taiwan	Registered	Headsprout, Inc.	1181400	17-Nov-05	94020919	
HEADSPROUT		Taiwan	Registered	Headsprout, Inc.	1195221	3-Feb-06	94020708	
HEADSPROUT		Taiwan	Registered	Headsprout, Inc.	1201619	1-Apr-06	94020706	
HEADSPROUT		United States of America	Registered	Headsprout, Inc.	2858200	29-Jun-04	75729073	16-Jun-90
HEADSPROUT		WIPO	Registered	Headsprout, Inc.	892390	29-Mar-06	892390	29-Mar-06
RESEARCHED. TESTED. GUARANTEED.	RESEARCHED. TESTED. GUARANTEED.	United States of America	Registered	Headsprout, Inc.	3779651	20-Apr-10	77247224	3-Aug-07
SPROUT		Canada	Registered	Headsprout, Inc.	TMA764176	14-Apr-10	1294058	17-Mar-06

### Schedule of Trademarks

Trademark	TM Logo	Country	Status	Owner	Reg. No.	Reg. Date	Appln. No.	Appln. Date
SPROUT GAMES	SPROUT GAMES	United States of America	Registered	Headsprout, Inc.	3868751	26-Oct-10	78722798	28-Sep-05
SPROUT STORIES		Australia	Registered	Headsprout, Inc.	892093	30-Mar-06	892093	30-Mar-06
SPROUT STORIES		China	Registered	Headsprout, Inc.	892093	30-Mar-06	892093	30-Mar-06
SPROUT STORIES		Japan	Registered	Headsprout, Inc.	892093	30-Mar-06	892093	30-Mar-06
SPROUT STORIES		Republic of Korea (South)	Registered	Headsprout, Inc.	892093	30-Mar-06	892093	30-Mar-06
SPROUT STORIES		United States of America	Registered	Headsprout, Inc.	3392006	4-Mar-08	78978653	30-Sep-05
SPROUT STORIES		United States of America	Registered	Headsprout, Inc.	3895558	21-Dec-10	78724603	30-Sep-05
SPROUT STORIES			Registered	Headsprout, Inc.				

**TRADEMARK**

RECORDED: 05/14/2014 REEL: 005280 FRAME: 0313