

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM308161

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Mimio, LLC		12/23/2013	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LAZEL, Inc.		
<b>Street Address:</b>	17855 N. Dallas Parkway		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75287		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<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>	3895558	SPROUT STORIES	
<b>Registration Number:</b>	3888113	SPROUT STORY	
<b>Registration Number:</b>	3392006	SPROUT STORIES	
<b>Registration Number:</b>	3392007	SPROUT STORY	
<b>Serial Number:</b>	85472106	GROWING SUCCESSFUL LEARNERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173672988		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	617-227-7031		
<b>Email:</b>	wstrong@kcslegal.com		
<b>Correspondent Name:</b>	William S. Strong		
<b>Address Line 1:</b>	One Bowdoin Square		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02114		
<b>NAME OF SUBMITTER:</b>	William S. Strong		
<b>SIGNATURE:</b>	/William S. Strong/		

OP \$215.00 2858200

<b>DATE SIGNED:</b>	06/19/2014
<b>Total Attachments: 5</b> source=Assignment of HEADSPROUT et al from Mimio to LAZEL#page1.tif source=Assignment of HEADSPROUT et al from Mimio to LAZEL#page2.tif source=Assignment of HEADSPROUT et al from Mimio to LAZEL#page3.tif source=Assignment of HEADSPROUT et al from Mimio to LAZEL#page4.tif source=Assignment of HEADSPROUT et al from Mimio to LAZEL#page5.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (this "Trademark Assignment Agreement") is entered into as of December 23, 2013, by and between **Mimio, LLC**, a Delaware limited liability (the "Assignor") and **LAZEL, Inc.**, a Delaware corporation (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**, the Assignor has adopted and used the trademarks and service marks listed on Schedule A attached hereto (the "Marks") in connection with the Business, and is the owner of the Marks, and owns registrations or applications for the Marks;

**WHEREAS**, the Assignor 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 (in addition to trademarks adopted and used in jurisdictions outside of the United States of America) to the Assignee free and clear of all Liens, 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, free and clear of all Liens (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 in the opinion of the Assignee, 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 irrevocable and effective upon the Assignee's and Assignor's signature to and delivery of a manually signed copy of this Trademark Assignment Agreement or facsimile or email transmission of the signature to this Trademark Assignment Agreement to the other party in connection with the Closing, if and only if the Closing is completed, (b) is executed by, and will be binding upon, the respective parties hereto and their successors and assigns, and (c) 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.
9. This Trademark Assignment Agreement will be governed in all respects, including but not limited to, as to validity, interpretation and effect, by the internal laws of the State of New York, without giving effect to its principles or rules of conflict of laws (to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction). Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any New York state court or federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any Action arising out of or relating to this this Trademark Assignment Agreement or the transactions contemplated hereby or for recognition or enforcement of any judgment relating thereto, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such Action may be heard and determined in such New York state court or, to the extent permitted by Law, in such federal court. Each of the parties hereto agrees that a final judgment in any such Action will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each party to this Trademark Assignment Agreement irrevocably consents to service of process in the manner provided for notices in Section 8.01 of the Asset Purchase Agreement. Nothing in this Trademark Assignment Agreement will affect the right of any party to this Trademark Assignment Agreement to serve process in any other manner permitted by Law.

(Signature page follows)

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

Mimio, LLC

LAZEL, Inc.

By: 

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

Name: Ali Reza (Alex) Soltani

Name: \_\_\_\_\_

Title: Manager

Title: \_\_\_\_\_

Date: 12.20.13

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

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

Mimio, LLC

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

Name: Ali Reza (Alex) Soltani

Title: Manager

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

LAZEL, Inc.

By: John Campbell

Name: John Campbell

Title: President and Chief Executive Officer

Date: December 23, 2013

# Schedule A Marks

Schedule of Trademarks

Trademark	TM Logo	Country	Status	Owner	Reg. No.	Reg. Date	Appl. No.	Appl. Date
SPROUT STORY	SPROUT STORIES	United States of America	Registered	HeadSprout, Inc.	3353067	4-Mar-08	78978654	30-Sep-05
SPROUT STORY	SPROUT STORIES	United States of America	Registered	HeadSprout, Inc.	3888313	7-Dec-10	78728618	30-Sep-05
FLUOROPHOS		United States of America	Registered	HeadSprout, Inc.	3258424	25-Sep-07	76348817	16-Dec-01
GROW TO KNOW GROWING SUCCESSFUL LEARNERS		United States of America	Registered	HeadSprout, Inc.	2968223	20-Sep-05	79124604	8-Sep-08
HEADSPROUT		United States of America	Pending	HeadSprout, Inc.			85472196	14-Nov-11
HEADSPROUT		Australia	Registered	HeadSprout, Inc.	802390	27-Mar-06	7139887	20-Mar-05
HEADSPROUT		Canada	Registered	HeadSprout, Inc.	TMA736634	8-Apr-10	1294058	17-Mar-06
HEADSPROUT		China	Registered	HeadSprout, Inc.	802390	27-Mar-06	802390	20-Mar-06
HEADSPROUT		Japan	Registered	HeadSprout, Inc.	802390	27-Mar-06	802390	20-Mar-06
HEADSPROUT		Republic of Korea	Registered	HeadSprout, Inc.	802390	27-Mar-06	802390	20-Mar-06
HEADSPROUT		Taiwan	Registered	HeadSprout, Inc.	1181450	17-Nov-01	84828917	
HEADSPROUT		Taiwan	Registered	HeadSprout, Inc.	1195221	3-Feb-06	84920708	
HEADSPROUT		Taiwan	Registered	HeadSprout, Inc.	1751613	1-Apr-06	84920706	
HEADSPROUT		United States of America	Registered	HeadSprout, Inc.	3888313	20-Sep-05	75728618	16-Jun-08
HEADSPROUT		WFO	Registered	HeadSprout, Inc.	802390	27-Mar-06	802390	20-Mar-06
RESEARCHED, TESTED, GUARANTEED	RESEARCHED, TESTED, GUARANTEED	United States of America	Registered	HeadSprout, Inc.	3779651	10-Apr-08	77247124	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	Appl. No.	Appl. Date
SPROUT GAMES	SPROUT GAMES	United States of America	Registered	HeadSprout, Inc.	3268761	16-Oct-09	78727796	28-Sep-05
SPROUT STORIES		Australia	Registered	HeadSprout, Inc.	802093	20-Mar-06	802093	20-Mar-06
SPROUT STORIES		China	Registered	HeadSprout, Inc.	802093	20-Mar-06	802093	20-Mar-06
SPROUT STORIES		Japan	Registered	HeadSprout, Inc.	802093	20-Mar-06	802093	20-Mar-06
SPROUT STORIES		Republic of Korea	Registered	HeadSprout, Inc.	802093	20-Mar-06	802093	20-Mar-06
SPROUT STORIES		United States of America	Registered	HeadSprout, Inc.	3995006	4-Mar-08	79278553	30-Sep-05
SPROUT STORIES		United States of America	Registered	HeadSprout, Inc.	802093	21-Dec-10	78724603	30-Sep-05
SPROUT STORIES		WFO	Registered	HeadSprout, Inc.	802093	20-Mar-06	802093	20-Mar-06

MINICREATIONS		Canada	Pending	SANFORD, L.P.		1027880		21-Dec-12
MINICREATIONS		Australia	Pending	SANFORD, L.P.		1530002		7-Dec-12
MINICREATIONS		Canada	Pending	SANFORD, L.P.		1679461		8-Dec-12
MINICREATIONS		ITM	Pending	SANFORD, L.P.		1441202		20-Dec-12