

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335392

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-----------------------|-------------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ROWLAND READING FOUNDATION, INC. | | 01/14/2015 | nonstock nonprofit corporation: WISCONSIN |
| RECEIVING PARTY DATA | | | |
| Name: | ZANER-BLOSER, INC. | | |
| Street Address: | 1201 Dublin Road | | |
| City: | Columbus | | |
| State/Country: | OHIO | | |
| Postal Code: | 43215 | | |
| Entity Type: | CORPORATION: OHIO | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4637520 | SUPER START | |
| Registration Number: | 4602821 | SUPER START | |
| Registration Number: | 4048122 | SUPERKIDS | |
| Registration Number: | 3254744 | SUPERKIDS | |
| Registration Number: | 3581743 | SUPERKIDS | |
| Registration Number: | 3806170 | HAPPILY EVER AFTER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3127595646 | | |
| <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> | | | |
| Phone: | 3123571313 | | |
| Email: | maburto@btlaw.com | | |
| Correspondent Name: | BARNES & THORNBURG LLP | | |
| Address Line 1: | P.O. Box 2786 | | |
| Address Line 4: | Chicago, ILLINOIS 60690-2786 | | |
| ATTORNEY DOCKET NUMBER: | 58570-100 (RRF-ZB ASSGN) | | |
| NAME OF SUBMITTER: | Brian J. Downey | | |
| SIGNATURE: | /Brian J. Downey/ | | |
| DATE SIGNED: | 03/17/2015 | | |

CH \$165.00 4637520

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

January 14, 2015

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of the date hereof, is made by Rowland Reading Foundation, Inc., a Wisconsin nonstock nonprofit corporation (“**Seller**”), in favor of Zaner-Bloser, Inc., an Ohio corporation (“**Buyer**”), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement by and among Buyer, Seller and for the purposes of Section 5.07 thereof, Pleasant T. Rowland, dated as of the date hereof (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and the United States Copyright Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the “**Purchased IP**”):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the “**Trademarks**”), together with the goodwill of the business solely related to the use of, and symbolized by, the Trademarks;

(b) the copyright registrations and applications for registration set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the “**Copyrights**”);

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to

and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Purchased IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Purchased IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. 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 shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller and Buyer have duly executed and delivered this IP Assignment as of the date first above written.

ROWLAND READING FOUNDATION, INC.

By

Pleasant T. Rowland
Name: Pleasant T. Rowland

Title: CEO

ZANER-BLOSER, INC.

By _____

Name: Kent S. Johnson

Title: Chief Executive Officer

By _____

Name: Robert M. Page

Title: President

IN WITNESS WHEREOF, Seller and Buyer have duly executed and delivered this IP Assignment as of the date first above written.

ROWLAND READING FOUNDATION, INC.

By _____

Name: _____

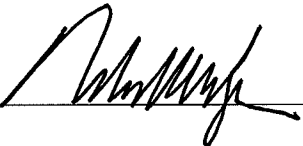
Title: _____

ZANER-BLOSER, INC.

By  _____

Name: Kent S. Johnson

Title: Chief Executive Officer

By  _____

Name: Robert M. Page

Title: President

SCHEDULE 1

**ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK
APPLICATIONS**

SCHEDULE 1 to IP ASSIGNMENT

Registered Trademarks (currently no pending applications)

| US Trademark | Status | IC | Goods |
|-------------------------------------|-------------------------|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SUPER START | Registered 4,637,520 | 9 | Online downloadable publications , worksheets, instructional guides and printable instructional, educational and teaching materials, all in the field of how to teach pre-k, kindergarten and primary grade children reading and language arts |
| SUPER START | Registered 4,602,821 | 16 41 | Educational materials in the form of books, workbooks, charts, teacher's guides and assessment materials and other printed teaching aids intended to teach pre-k, kindergarten, and primary grade children reading and language arts Providing online, nondownloadable videos, worksheets, instructional guides and printable instructional, educational and teaching materials, all in the field of how to teach pre-k, kindergarten and primary grade children reading and language arts |
| SUPERKIDS | Registered 4,048,122 | 41 | Providing online, nondownloadable videos, worksheets, instructional guides and printable instructional, educational and teaching materials, all in the field of how to teach pre-K, kindergarten and primary grade children reading and language arts. |
| SUPERKIDS | Registered 3,254,744 | 16 | Educational materials in the form of books, workbooks, charts, teacher's guides and assessment materials and other printed teaching aids intended to teach pre-K, kindergarten and primary grade children reading and language arts. |
| SUPERKIDS | Registered 3,581,743 | 28 | Toys, namely, bendable figures to use for oral language and vocabulary development |
| HAPPILY EVER AFTER | Registered 3,806,170 | 9, 16 | -Educational CDs for teaching pre-K and kindergarten children reading readiness skills -Printed educational materials, namely, concept and activity boards and storybook and activity sheets, intended to teach pre-K and kindergarten children reading readiness skills |
| Republic of (South Korea) Trademark | Status | IC | Goods |

TRADEMARK

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| | | | |
|-----------|------------------------------------------------------------------------|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SUPERKIDS | Registered 1084669 Based on SUPERKIDS US Reg. 3,254,744 | 16 | Educational materials in the form of books, workbooks, charts, teacher's guides and assessment materials and other printed teaching aids intended to teach pre-K, kindergarten and primary grade children reading and language arts. |
|-----------|------------------------------------------------------------------------|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|