

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM334793

<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>
The Aristotle Corporation		12/29/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARTL, LLC		
<b>Street Address:</b>	96 Cummings Point Road		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06902		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0852990	WHIRL-PAK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4142259753		
<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>	414-225-9755		
<b>Email:</b>	docketing@boylefred.com		
<b>Correspondent Name:</b>	Boyle Fredrickson, S.C.		
<b>Address Line 1:</b>	840 North Plankinton Avenue		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53203		
<b>ATTORNEY DOCKET NUMBER:</b>	364.028		
<b>NAME OF SUBMITTER:</b>	Andrew S. McConnell		
<b>SIGNATURE:</b>	/Andrew S. McConnell/		
<b>DATE SIGNED:</b>	03/11/2015		
<b>Total Attachments: 4</b>			
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## Assignment of Trademarks

ASSIGNMENT OF TRADEMARKS dated the 29th day of December, 2006, by The Aristotle Corporation, a Delaware corporation with its principal place of business at 96 Cummings Point Road, Stamford, Connecticut 06902 ("Assignor"), to ARTL, LLC, a Delaware limited liability company with its principal place of business at 96 Cummings Point Road, Stamford, Connecticut 06902 ("Assignee").

### RECITAL

Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, the domestic and foreign trademarks and registrations thereof listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, in consideration of \$10 and other good and valuable consideration received from Assignee, the receipt and sufficiency of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada, Australia, New Zealand and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of Connecticut without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Trademarks as of the date first above written.


THE ARISTOTLE CORPORATION

By: \_\_\_\_\_  
Name: Steven B. Lapin  
Title: President and Chief Operating Officer

State of Connecticut        )  
  ) ss. Stamford  
County of Fairfield        )

On this 29th day of December, 2006, before me, personally appeared Steven B. Lapin, President and Chief Operating Officer of The Aristotle Corporation, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

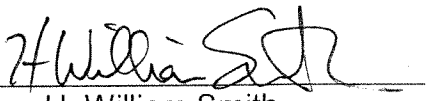
Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public

**JO ANNE T. RITTER**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES APR. 03, 2007

Accepted by:


ARTL, LLC

By:   
\_\_\_\_\_  
Name: H. William Smith  
Title: Vice President and Secretary

State of Connecticut        )  
  ) ss. Stamford  
County of Fairfield         )

On this 29th day of December, 2006, before me, personally appeared H. William Smith, in his capacity as Vice President and Secretary of ARTL, LLC, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public

**JO ANNE T. RITTER**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES APR. 30, 2007

**SCHEDULE A**  
**TRADEMARKS**

<b>COUNTRY</b>	<b>TRADEMARK</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
U.S.A.	Whirl-Pak	852,990	07/23/68
Australia	Whirl-Pak	A248,142	05/06/78
Canada	Whirl-Pak	TMA160,680	01/24/69
New Zealand	Whirl-Pak	96,644	04/14/71