

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339228

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Herff Jones, Inc.		07/10/2014	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Social Studies School Service		
Street Address:	10200 Jefferson Blvd.		
City:	Culver City		
State/Country:	CALIFORNIA		
Postal Code:	90232		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3776233	STRATALOGICA	
Registration Number:	2215368	EXPLORING WHERE & WHY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	310.966.1800		
Email:	rafa@rgattorney.com		
Correspondent Name:	Raphael A. Gutierrez		
Address Line 1:	11355 W. Olympic Blvd. Suite 106		
Address Line 4:	Los Angeles, CALIFORNIA 90064		
ATTORNEY DOCKET NUMBER:	1075		
NAME OF SUBMITTER:	Raphael A. Gutierrez		
SIGNATURE:	/Raphael A. Gutierrez/		
DATE SIGNED:	04/23/2015		
Total Attachments: 3			
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this “**Assignment**”) dated and effective as of July 10, 2014 (the “**Closing Date**”), is entered into by HERFF JONES, INC., an Indiana corporation (“**Seller**”) (“**Assignor**”), for the benefit of SOCIAL STUDIES SCHOOL SERVICE, a California corporation (“**Assignee**”).

WHEREAS, pursuant to an Asset Purchase Agreement dated as of even date herewith (the “**Purchase Agreement**”), the Assignor has agreed to sell and assign, and Assignee has agreed to buy and acquire, all of Assignor’s rights, title and interest in and to the registered trademarks (together with the goodwill associated with and symbolized thereby) that are listed in **EXHIBIT A** attached hereto (the “**Trademarks**”).

NOW, THEREFORE, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all the right, title and interest that Assignor possesses and has the right to transfer in, to and under the Trademarks, including, without limitation, all applications to register any of the Trademarks, and all registrations that have been or may be granted for any of the Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Trademarks and symbolized thereby, together with the right to sue and recover damages for future, present and past infringements of the Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Trademarks.

This Assignment shall be governed by the terms, conditions, representations, warranties and covenants contained in the Purchase Agreement. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement

THE ASSIGNEE ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, THE ASSIGNOR DOES NOT MAKE AND HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, WRITTEN OR ORAL, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, AS TO ANY FACT OR MATTER WITH RESPECT TO THE TRADEMARKS. ALL WARRANTIES (WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED) IN REGARD TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION OR DESIGN OR ARISING BY STATUTE OR OTHERWISE IN LAW, FROM A COURSE OF DEALING OR USAGE OF TRADE OR OTHERWISE ARE EXPRESSLY EXCLUDED. THE ASSIGNEE ACKNOWLEDGES AND AGREES THAT IT IS NOT RELYING ON ANY STATEMENT OR REPRESENTATION MADE BY OR ON BEHALF OF THE ASSIGNOR EXCEPT AS SPECIFICALLY SET FORTH IN THE PURCHASE AGREEMENT.

**EXHIBIT A
TRADEMARKS**

STRATALOGICA	Canada	1514600	09-Feb-2011	871166	12-Feb-2014
STRATALOGICA	India	2098342	09-Feb-2011	2098342	09-Feb-2011
STRATALOGICA	United States of America	77/768343	25-Jun-2009	3776233	13-Apr-2010
STRATALOGICA	European Community	9274634	09-Feb-2011	9724634	14-Jul-2011

EXPLORING WHERE & WHY	Canada	861212	12-Nov-1997	712378	22-Apr-2008
EXPLORING WHERE & WHY	Australia	747715	03-Nov-1997	747715	08-Apr-1999
EXPLORING WHERE & WHY	United States of America	75/291462	13-May-1997	2215368	29-Dec-1998
EXPLORING WHERE & WHY	South Africa	97/16744	03-Nov-1997	97/16744	02-Jun-2001
EXPLORING WHERE AND WHY & Design	United Kingdom	2178938	06-Oct-1998	2178938	12-Mar-1999