

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357277

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BrainpopJunior.com LLC		10/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	FWD MEDIA, INC.		
Street Address:	71 West 23rd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4700000	MOBY'S MATCH	
CORRESPONDENCE DATA			
Fax Number:	2125637108		
<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:	212-244-4111		
Email:	DanielleC@shibolet.com		
Correspondent Name:	Danielle Comanducci, Esq.		
Address Line 1:	Shibolet LLP, 1 Penn Plaza Suite 2527		
Address Line 4:	New York, NEW YORK 10119		
NAME OF SUBMITTER:	Danielle Comanducci		
SIGNATURE:	/dc/		
DATE SIGNED:	10/02/2015		
Total Attachments: 1			
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TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (this "Assignment") is made effective as of October 2, 2015 between BrainpopJunior.com LLC, a Delaware limited liability company ("Assignor") and FWD Media, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the registered trademark U.S. Registration Number 4700000 (the "Mark");

WHEREAS, Assignor desires to transfer to Assignee all of its right, title, and interest in and to the Mark.

NOW, THEREFORE, for the sum of \$100 dollars, such sum representing the fair market value of the Mark, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Mark and the applications and registrations thereof, together with (1) the goodwill of the business connected with and symbolized by the Mark; (2) all income, royalties and damages hereafter due or payable to Assignor with respect to the Mark, including, without limitation, damages and payments for past or future infringements and misappropriations of the Mark; and (3) all rights to sue for past, present and future infringements or misappropriations of the Mark.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the date first above written.

ASSIGNOR

ASSIGNEE

BrainpopJunior.com LLC

FWD Media, Inc.

By: Nadav Kadar
Name: Nadav Kadar
Title: member

By: Avraham Kadar
Name: Avraham Kadar
Title: Director