

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM358906

<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>
Workman Publishing Co., Inc.		10/05/2015	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HighBridge Company, LLC		
<b>Street Address:</b>	270 Skipjack Road		
<b>City:</b>	Prince Frederick		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20678		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2018667	HIGHBRIDGE CLASSICS	
<b>Registration Number:</b>	1734492	HIGH BRIDGE	
<b>Registration Number:</b>	2909065		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>	312-862-8738		
<b>Email:</b>	michelle.nowicki@kirkland.com		
<b>Correspondent Name:</b>	Michelle Nowicki		
<b>Address Line 1:</b>	300 North LaSalle Street		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	41915-27 MN		
<b>NAME OF SUBMITTER:</b>	Michelle Nowicki		
<b>SIGNATURE:</b>	/Michelle Nowicki/		
<b>DATE SIGNED:</b>	10/16/2015		
<b>Total Attachments: 4</b>			
source=Trademark Assignment Agreement (HighBridge) EXECUTED_(38009258_1)#page1.tif			
source=Trademark Assignment Agreement (HighBridge) EXECUTED_(38009258_1)#page2.tif			

CH \$90.00 2018667

source=Trademark Assignment Agreement (HighBridge) EXECUTED\_(38009258\_1)#page3.tif

source=Trademark Assignment Agreement (HighBridge) EXECUTED\_(38009258\_1)#page4.tif

**TRADEMARK ASSIGNMENT AGREEMENT**

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of October 5, 2015, by and between Workman Publishing Co., Inc. ("Assignor") and HighBridge Company, LLC ("Assignee"). Capitalized terms used in this Assignment but not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Recorded Books, Inc. ("Recorded Books") are parties to an Equity Interest Purchase Agreement dated as of April 30, 2014, (as amended, the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, for the sale, transfer, assignment, conveyance and delivery by Assignor to Recorded Books of all of Assignor's Membership Interests in Assignee;

WHEREAS, HighBridge Company I, LLC a Minnesota limited liability company ("HighBridge I") was an affiliate of Assignee prior to the consummation of the transaction contemplated in the Purchase Agreement (the "HighBridge Transaction");

WHEREAS, HighBridge I owned certain Intellectual Property assets used in Assignees' business and believed to be owned by Assignee, which assets (collectively, the "Excluded Intellectual Property") were therefore not acquired by Recorded Books in the HighBridge Transaction;

WHEREAS, in connection with the HighBridge Transaction, all of the HighBridge I's Membership Interests were purchased by Assignor;

WHEREAS, the Excluded Intellectual Property includes the United States registered trademarks identified on the attached Schedule A (collectively, the "Assigned Trademarks"); and

WHEREAS, in accordance with the Purchase Agreement and this Assignment, Assignor, as successor-in-interest to HighBridge I, desires to sell, convey, assign, transfer and deliver to Assignee, and Assignee desires to purchase, acquire and accept all right, title and interest in and to the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration provided for in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee all of its respective worldwide right, title and interest in and to the Assigned Trademarks (together with all goodwill symbolized thereby) and all (i) rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, misappropriation or conflict with such Assigned Trademarks; and (ii) royalties, fees, income and other payments and proceeds due or accrued as of the date hereof and thereafter under or arising from such Assigned Trademarks.

2. Further Assurances. Assignor agrees that from time to time, at the reasonable request of Assignee, it shall execute and deliver such other documents and take such other actions as Assignee may reasonably request to effectuate the transactions contemplated by this Assignment (including any documentation to perfect or record the rights granted hereunder in the Assigned Trademarks in any jurisdiction throughout the world and the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein). Assignor acknowledges and agrees that Assignee or any of its Affiliates may record and perfect this Assignment or such documentation in any jurisdiction throughout the world, and Assignor shall cooperate therewith, at the Assignee's expense. The Assignee hereby requests and Assignor hereby grants to the Assignee and its Affiliates, all rights necessary to record this Assignment or such documentation with the United States Patent and Trademark Office and any equivalent office or agency in any jurisdiction in the world.

3. General.

(a) Entire Agreement; Conflicting Provisions. This Assignment, together with the Purchase Agreement, and all of the exhibits and schedules appended hereto and thereto, constitute the final, complete and exclusive statement of the parties' agreement on the matters contained herein and therein. In the event of a conflict between any specific provision of this Assignment and the provisions of the Purchase Agreement with respect to the subject matter hereof, the provisions of the Purchase Agreement will control.

(b) Successors. This Assignment will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

(c) Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Facsimile or other electronic execution and delivery of this Assignment by any of the parties shall be legal, valid and binding execution and delivery of such document for all purposes.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the substantive internal laws of the State of Delaware, without regard to any choice of law principle that would dictate the application of the laws of another jurisdiction.

**[Remainder of Page Intentionally Left Blank]**

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

ASSIGNOR:

Workman Publishing Co., Inc.

By: 

Name: GLENN D'AGNES

Title: COO

ASSIGNEE:

HighBridge Company, LLC

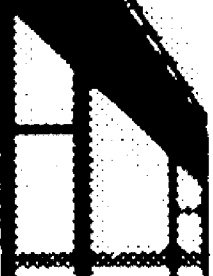

By: 

Name: Edward Longo

Title: COO

**SCHEDULE A**

**Assigned Trademarks**

<b>Trademark</b>	<b>Status</b>	<b>Registration No.</b>	<b>Registration Date</b>
HIGHBRIDGE CLASSICS	Registered	2018667	Nov. 26, 1996
HIGH BRIDGE  HIGH  BRIDGE	Registered	1734492	Nov. 24, 1992
Design Only 	Registered	2909065	Dec. 7, 2004