

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM361302

<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>
MeeGenius, Inc.		07/31/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Houghton Mifflin Harcourt Publishing Company		
<b>Street Address:</b>	222 Berkeley Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4422298	MEEGENIUS	
<b>Registration Number:</b>	4422297		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173511125		
<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>	(617)351-3267		
<b>Email:</b>	David.Eber@hnhco.com		
<b>Correspondent Name:</b>	David Eber		
<b>Address Line 1:</b>	222 Berkeley Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	David Eber		
<b>SIGNATURE:</b>	/David Eber/		
<b>DATE SIGNED:</b>	11/05/2015		
<b>Total Attachments: 4</b>			
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EXECUTION COPY

### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Trademark Assignment") is made as of July 31, 2015, by MeeGenius, Inc., a Delaware corporation ("Assignor"), in favor of Houghton Mifflin Harcourt Publishing Company, a Massachusetts corporation ("Assignee"). All capitalized terms not otherwise defined herein shall have the meanings set forth in the Asset Transfer Agreement (as defined below).

WHEREAS, pursuant to the Asset Transfer Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, on the terms and conditions set forth in the Asset Transfer Agreement, all of Assignor's right, title and interest in and to the Transferred eBook-Related Assets, free and clear of all Liens except for any Permitted Liens, including the Trademarks (as defined below); and

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and corresponding registrations and applications set forth on Exhibit 1 (collectively, the "Trademarks"), together with all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the undersigned Assignor hereby agrees as set forth below.

Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee the Assignor's entire right, title, interest in and to the Trademarks, free and clear of all Liens except for any Permitted Liens, together with (a) all goodwill associated therewith, (b) the right, if any, to register, prosecute, maintain and defend the Trademarks before any public or private agency or registrar, (b) the right to bring actions, defend against or otherwise recover damages or other compensation for infringements, dilutions, misappropriations, or other violations thereof, including the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations, and the right to fully and entirely stand in the place of Assignor in all matters related thereto, all to be had, held and enjoyed by Assignee as fully and entirely as said interest would have been had held and enjoyed by Assignor had this sale, assignment, transfer, conveyance and delivery not been made.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to record the assignment and transfer of the specific trademarks and corresponding registrations and applications set forth on Exhibit 1 to Assignee as assignee and transferee of Assignor's entire right, title and interest thereto and therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

This Trademark Assignment is intended to evidence the consummation of certain transactions contemplated by a certain Transfer of Assets Agreement dated of even date herewith by and among the Assignor and Assignee and a certain affiliate of Assignor (the "Asset Transfer Agreement"). This Trademark Assignment is made without representation or warranty, except as and to the extent provided in the Asset Transfer Agreement. In the event of any conflict or other

difference between the Asset Transfer Agreement and this Trademark Assignment, the provisions of the Asset Transfer Agreement shall control.

[signature on next page]

IN WITNESS WHEREOF, the undersigned Assignor has executed this Trademark Assignment as of the date first above written.

ASSIGNOR:

MeeGenius, Inc.

By: 

Name: Wandy Yeap Hoh

Title: President

STATE OF :

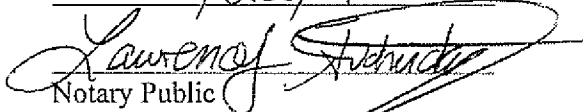
COUNTY OF :

On this 31st day of July, 2015, before me, a Notary Public in and for the State and County aforesaid, personally appeared Wandy Yeap Hoh, known by me to be the person of the above name and an officer of MeeGenius, Inc., duly authorized to execute this Assignment on behalf of MeeGenius, Inc. and who signed and executed the foregoing instrument on behalf of MeeGenius.

Given under my hand and seal of office this 31 day of July, 2015.

My commission expires:

08/22/17

  
Notary Public

6 E. 39th St., NYC  
Address

10016

Exhibit 1  
Trademarks

Trademark	Registration No
MEEGENIUS	4422298
(OWL LOGO DESIGN)	4422297
MEEGENIUS!	

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