

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365102

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Franklin Electronic Publishers, Incorporated		11/30/2015	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	FEP Holding Company LLC		
Street Address:	c/o Barton LLP 420 Lexington Avenue Suite 1830		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10170		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	1459047	SPELLING ACE	
Registration Number:	1478400	FRANKLIN	
Registration Number:	1608922	FRANKLIN	
Registration Number:	1828823	NEXT CENTURY	
Registration Number:	1898747	CONFUSABLES	
Registration Number:	1925234	CLASSMATES	
Registration Number:	1896789	B-O-O-K-M-A-N	
Registration Number:	2676279	FRANKLIN	
Registration Number:	2849036	COMMUNICATOR	
Registration Number:	2884957	TOUCHFILE	
Registration Number:	3337349	LANGUAGE LEARNING TOOLBOX	
Registration Number:	3269732	ENGLISH IN YOUR POCKET	
Registration Number:	3278073	PAGEMARK	
Registration Number:	3060768	INGLÉS EN SU BOLSILLO	
Registration Number:	2952602	E-Z FILE	
Registration Number:	2132170	SPEAKING SPELLING ACE	
CORRESPONDENCE DATA			
Fax Number:	2126873667		

OP \$415.00 1459047

TRADEMARK

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.

Phone: 2126876262
Email: Rregalado@bartonesq.com
Correspondent Name: William A. Newman
Address Line 1: c/o Barton LLP 420 Lexington Avenue
Address Line 2: Suite 1830
Address Line 4: New York, NEW YORK 10170

ATTORNEY DOCKET NUMBER:	934-002
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NAME OF SUBMITTER:	William A. Newman
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SIGNATURE:	/William A. Newman/
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DATE SIGNED:	12/09/2015
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Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Franklin Electronic Publishers, Incorporated
c/o Barry Lipsky
3 Terri Lane Suite 6
Burlington, NJ 08016

- Individual(s)
- Partnership
- Corporation- State: Pennsylvania
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 30, 2015

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: FEP Holding Company LLC

Street Address: c/o Barton LLP

City: New York

State: New York

Country: United States Zip: 10170

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship United States

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See attached sheet.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached sheet.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: William A. Newman, Esq.

Internal Address: _____

Street Address: c/o Barton LLP 420 Lexington Avenue
Suite 1830

City: New York

State: New York Zip: 10170

Phone Number: (212) 687-6262

Docket Number: _____

Email Address: wnewman@bartonesq.com

6. Total number of applications and registrations involved:

15

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$415.00

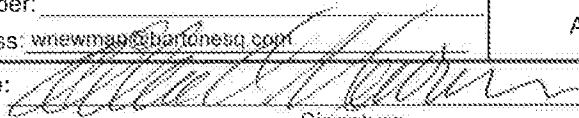
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

December 9, 2015

Date

William A. Newman

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Schedule A
FRANKLIN ELECTRONIC PUBLISHERS
U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>
SPELLING ACE	Reg. No. 1,459,047
FRANKLIN	Reg. No. 1,478,400
FRANKLIN LOGO (High Tech Logo)	Reg. No. 1,608,922
NEXT CENTURY	Reg. No. 1,828,823
CONFUSABLES	Reg. No. 1898,747
CLASSMATES	Reg. No. 1,925,234
BOOKMAN	Reg. No. 1,896,789
FRANKLIN (High Tech Logo)	Reg. No. 2,676,279
COMMUNICATOR	Reg. No. 2,849,036
TOUCHFILE	Reg. No. 2,884,957
LANGUAGE LEARNING TOOLBOX	Reg. No. 3337349
ENGLISH IN YOUR POCKET	Reg. No. 3269732
PAGEMARK	Reg. No. 3278073
INGLES EN SU BOLSILLO	Reg. No. 3060768
E-Z FILE	Reg. No. 2952602
SPEAKING SPELLING ACE	Reg. No. 2132170

(10549869-4) 8

ACKNOWLEDGEMENT OF FORECLOSURE,
BILL OF SALE AND ASSIGNMENT

This ACKNOWLEDGEMENT OF FORECLOSURE, BILL OF SALE AND ASSIGNMENT (this "Bill of Sale") is made as of November 30, 2015, Franklin Electronic Publishers, Inc., a Pennsylvania corporation (the "Company"), and FEP Holding Company LLC, as foreclosing secured creditor of Company (in such capacity as "FEP Creditor") to and for the benefit of FEP Holding Company LLC, a New York limited liability company, company (the "Buyer").

WHEREAS, FEP Creditor is a secured creditor of Company pursuant to that certain Amended and Restated Revolving Credit Agreement between FEP Creditor and Company (the "Credit Agreement");

WHEREAS, Company defaulted in its obligations to FEP Creditor under the Credit Agreement and, pursuant to its rights as a secured creditor at law and under the Credit Agreement, FEP Creditor foreclosed upon its Collateral (as defined in the Credit Agreement, which definition is attached to this Bill of Sale as Exhibit A);

WHEREAS, upon completion of the foreclosure, FEP Creditor held a properly noticed auction (the "Auction") of the Collateral at the offices of Barton LLP, at 420 Lexington Avenue, Suite 1830, New York, NY 10170, on November 30, at 5:00PM;

WHEREAS, Buyer was the purchaser of the Collateral at the Auction with a winning bid of \$2,126,716.63 (the "Bid Amount"), which bid was submitted as a credit bid;

NOW, THEREFORE, (a) the Company acknowledges the foreclosure by FEP Creditor of its security interest in the Collateral and FEP Creditor taking possession of the Collateral for purposes of conducting an auction under applicable law and (b) for the Bid Amount, paid by Buyer to FEP Creditor pursuant to the Auction, FEP Creditor hereby sells, assigns, transfers, conveys and delivers to Buyer, all right, title and interest of the Company and FEP Creditor in, to and under the Collateral, as described on Exhibit A, and Buyer hereby accepts the foregoing sale, assignment, transfer, conveyance and delivery.

This Bill of Sale shall be governed by and construed in accordance with the internal laws of the State of New York without regard to principles of conflicts of law.

[Remainder of page intentionally left blank. Signature page to follow.]

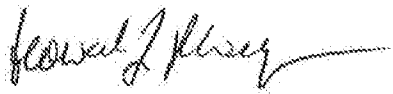
IN WITNESS WHEREOF, the Company, FEP Creditor and Buyer have executed and delivered this Bill of Sale as of the day and year first above written.

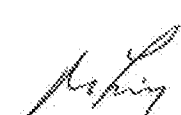
BUYER:

COMPANY:

FEP HOLDING COMPANY LLC

FRANKLIN ELECTRONIC PUBLISHERS, INC.

By: 
Name: Howard Morgan
Title: Managing Member

By: 
Name: Barry Lipsky
Title: CEO

FEP CREDITOR:

FEP HOLDING COMPANY LLC

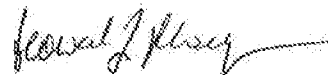
By: 
Name: Howard Morgan
Title: Managing Member

EXHIBIT A
COLLATERAL

All of the following property now owned or at any time hereafter acquired by Franklin Electronic Publishers, Inc., a Pennsylvania corporation (the "Debtor") or in which Debtor now has or at any time in the future may acquire any right, title or interest, and wherever located (collectively, the "Collateral"):

"Collateral" shall mean and include:

- a) all Receivables;
- b) all Equipment;
- c) all General Intangibles;
- d) all Inventory;
- e) all Investment Property;
- f) all Real Property;

g) all each of Borrower's right, title and interest in and to, whether now owned or hereafter acquired and wherever located, (i) its respective goods and other property including, but not limited to, all merchandise returned or rejected by Customers, relating to or securing any of the Receivables; (ii) all of each Borrower's rights as a consigner, a consignee, an unpaid vendor, mechanic, artisan, or other lienor, including stoppage in transit, setoff, detinuc, replevin, reclamation and repurchase; (iii) all additional amounts due to any Borrower from any Customer relating to the Receivables; (iv) other property, including warranty claims, relating to any goods securing the Obligations; (v) all of each Borrower's contract rights, rights of payment which have been earned under a contract right, instruments (including promissory notes), documents, chattel paper (including electronic chattel paper), warehouse receipts, deposit accounts, letters of credit and money; (vi) all commercial tort claims (whether now existing or hereafter arising); (vii) if and when obtained by any Borrower, all real and personal property of third parties in which such Borrower has been granted a lien or security interest as security for the payment or enforcement of Receivables; (viii) all letter of credit rights (whether or not the respective letter of credit is evidenced by a writing); (ix) all supporting obligations; and (x) any other goods, personal property or real property now owned or hereafter acquired in which any Borrower has expressly granted a security interest or may in the future grant a security interest to Agent hereunder, or in any amendment or supplement hereto or thereto, or under any other agreement between Agent and any Borrower;

h) all of each Borrower's ledger sheets, ledger cards, files, correspondence, records, books of account, business papers, computers, computer software (owned by any Borrower or in which it has an interest), computer programs, tapes, disks and documents relating to (a), (b), (c), (d), (e), (f) or (g) of this Paragraph; and

i) all proceeds and products of (a), (b), (c), (d), (e), (f), (g) and (h) in whatever form, including, but not limited to: cash, deposit accounts (whether or not compromised solely of proceeds), certificates of deposit, insurance proceeds (including hazard, flood and credit insurance), negotiable instruments and other instruments for the payment of money, chattel paper, security agreements, documents, eminent domain proceeds, condemnation proceeds and tort claim proceeds. Notwithstanding anything contained in this Agreement to the contrary, the term "Collateral" shall not include: (i) any Equity Interests owned by any Borrower in excess of

65% of the issued and outstanding Equity Interests of a Foreign Subsidiary; or (ii) any rights or interest in any contract, lease, permit, license, or license agreement covering real or personal property of any Borrower (each, a "Restrictive Contract") if under the terms of such Restrictive Contract, or applicable law with respect thereto, the grant of a security interest or lien therein is prohibited as a matter of law or under the terms of such Restrictive Contract and such prohibition or restriction has not been waived or the consent of the other party to such Restrictive Contract has not been obtained (provided, that, (A) the foregoing exclusions of this clause (ii) shall in no way be construed to apply to the extent that any described prohibition or restriction is unenforceable under Section 9-406, 9-407, 9-408, or 9-409 of the Uniform Commercial Code or other applicable law, and (B) the foregoing exclusions of clauses (i) and (ii) shall in no way be construed to limit, impair, or otherwise affect Agent's Liens upon any rights or interests of any Borrower in or to (1) monies due or to become due under or in connection with any such Equity Interests or Restrictive Contract, or (2) any proceeds from the sale, license, lease, or other dispositions of any such Equity Interests or Restrictive Contract); or (iii) any United States intent-to-use trademark applications to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; or (iv) any assets of Franklin GmbH pledged or assigned to Agent or to Agent and Lenders, as applicable, as security for the Obligations pursuant to the Account Pledge Agreement or the Global Assignment Agreement.