

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389689

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Woody's Books, Inc.		03/29/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Follett Higher Ed Group, Ltd.		
Street Address:	3 Westbrook Corporate Center		
Internal Address:	Suite 200		
City:	Westchester		
State/Country:	ILLINOIS		
Postal Code:	60154		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77751539	BOOKVOLUME	
Serial Number:	85585062	THUNDER SALE	
CORRESPONDENCE DATA			
Fax Number:	3126165700		
<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:	3126165600		
Email:	trademark@leydig.com		
Correspondent Name:	Tamara A. Miller, Leydig, Voit & Mayer		
Address Line 1:	Two Prudential Plaza, 180 N. Stetson Ave		
Address Line 2:	Suite 4900		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	725866		
NAME OF SUBMITTER:	Tamara A. Miller		
SIGNATURE:	/Tamara A. Miller/		
DATE SIGNED:	06/29/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into this as of March 29, 2016, by and between Woody's Books, Inc., a California corporation ("Assignor") and Follett Higher Ed Group, Ltd., an Illinois corporation ("Assignee"). Capitalized terms used but not defined herein will have the meanings ascribed to such terms in the Purchase Agreement (defined below).

WHEREAS, Assignor is the owner of the trademarks, trademark registrations, and trademark applications set forth on Schedule A hereto (the "Transferred Trademarks");

WHEREAS, Assignor and Assignee, have entered into that certain Asset Purchase Agreement, dated as of the date hereof, by and between Seller, Buyer and the other parties thereto (the "Purchase Agreement"), which provides for, among other things, the sale and assignment by Assignor to Assignee of certain Acquired Assets, including the Transferred Trademarks;

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignee is the successor to the portion of the Assignor's business to which the Transferred Trademarks pertain; and

WHEREAS, the Purchase Agreement requires the delivery of this Assignment at the Closing; execution and delivery of this Assignment is a condition to Closing.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained and contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Effective upon the Closing, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, and Assignee hereby purchases, acquires and accepts, all of Assignor's right, title and interest in, to and under the Transferred Trademarks and any and all goodwill of any business symbolized by the Transferred Trademarks, including all rights therein provided by international conventions and treaties and the right to sue for past, present and future infringement thereof.

2. This Assignment is being executed solely to give effect to the transactions contemplated by the Purchase Agreement. Nothing in this Assignment, express or implied, is intended to or will be construed to modify, expand or limit in any way the terms of the Purchase Agreement, including the representations and warranties contained therein. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement will govern.


3. This Assignment may be executed in two or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. Facsimiles and any other electronic copies of signatures shall be deemed to be originals.

4. This Assignment, and all claims and causes of action (whether in contract or in tort) that may be based upon, arise out of or relate to this Assignment, shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State without giving effect to the choice of law principles of such State or any other jurisdiction that would require or permit the application of the substantive laws of any jurisdiction other than Delaware.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this TRADEMARK ASSIGNMENT to be executed by their respective duly authorized officers on the date first written above.

FOLLETT HIGHER ED GROUP, LTD.

By: 
Name: Ray A. Griffith
Title: Chariman

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

**TRADEMARK
REEL: 005823 FRAME: 0536**

WOODY'S BOOKS, INC.

By: Wally Hunt

Name: Woodlee Hunt

Title: President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
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TRADEMARK ASSIGNMENT

SCHEDULE A

(A) Registered Trademarks and Servicemarks:

1. "BOOKVOLUME"

- Serial Number 77/751,539
- Filing Date June 3, 2009
- Published for Opposition October 20, 2009
- Registration Number 3,734,004
- Registration Date January 5, 2010
- Type of Mark SERVICE MARK

2. "THUNDER SALE" & Design

- Serial Number 85/585,062
- Filing Date March 30, 2012
- Published for Opposition September 11, 2012
- Registration Number 4,249,627
- Registration Date November 27, 2012
- Description of Mark Color is not claimed as a feature of the mark. The mark consists of A circle, intended to look like a retail store sale label with words inside, "Thunder" followed by the word "SALE" on the next line.
- Type of Mark SERVICE MARK

(B) Unregistered Trade Names and Trademarks

1. Woody's Books, Inc.
2. Woody's Books
3. Wobo Inc.
4. Wobo
5. Tyler's Books
6. Cooper's Books