

Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### 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):

The Aristotle Corporation

- Individual(s)
- Partnership
- Corporation- State: Delaware
- 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) August 31, 2016

- 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: Nasco Sampling LLC

Street Address: 901 Janesville Avenue

City: Fort Atkinson

State: Wisconsin

Country: US Zip: 53538

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Limited Liability Company Citizenship Delaware

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) \_\_\_\_\_

4271214 1262085 1844334 0852990 1120894

Additional sheet(s) attached?  Yes  No

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

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

Name: Andrew S. McConnell

Internal Address: \_\_\_\_\_

Street Address: 840 North Plankinton Avenue

City: Milwaukee

State: WI Zip: 53203

Phone Number: 414-225-9755

Docket Number: 384.000

Email Address: docketing@boylefred.com

#### 6. Total number of applications and registrations involved:

5

#### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$140.00

- Authorized to be charged to deposit account
- Enclosed

#### 8. Payment Information:

Deposit Account Number 501170

Authorized User Name Andrew S. McConnell

#### 9. Signature:



Signature

Andrew S. McConnell

Name of Person Signing

9/13/2016  
Date

Total number of pages including cover sheet, attachments, and document: 10

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

TRADEMARK

REEL: 005876 FRAME: 0578

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), dated August 31, 2016 (the "Effective Date"), is between The Aristotle Corporation, a Delaware corporation ("Aristotle") and Nasco Sampling LLC ("Sampling Opco"), a Delaware limited liability company. Aristotle and Sampling Opco are herein each referred to as a "Party" and collectively as the "Parties."

### RECITALS

1. Pursuant to that certain Contribution Agreement by and between Aristotle and Sampling Opco ("Contribution Agreement"), Aristotle has agreed to contribute, as an additional contribution on Aristotle's existing membership interest in Sampling Opco, certain Trademarks set forth on Schedule A and relating to the Sampling Business ("Sampling Trademarks").

2. Sampling Opco wishes to acquire, and Aristotle wishes to assign all of Aristotle's right, title and interest in and to the Sampling Trademarks.

NOW, THEREFORE, in consideration of the premises, the covenants and obligations expressed herein and other valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

### I. ASSIGNMENT AND RECORDATION

**1.01 Assignment of Sampling Trademarks.** Upon the terms and subject to the conditions set forth in this Agreement, Aristotle hereby irrevocably sells, assigns, transfers and sets over to Sampling Opco all of Aristotle's right, title and interest in and to the Sampling Trademarks, the goodwill associated with the Sampling Trademarks, any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, renewals and extensions of any of the foregoing and any trademark registrations that may be registered from any of the foregoing, for Sampling Opco's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Aristotle if this assignment and sale had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Sampling Trademarks, with the right to sue for and collect the same for Sampling Opco's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

**1.02 Recordation.** Aristotle authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar Governmental Authority to record Sampling Opco as owner of the Sampling Trademarks, for the sole use and enjoyment of Sampling Opco and its successors, assigns or other legal representatives. Sampling Opco shall have the right to record this Agreement with all

applicable Governmental Authorities and registrars so as to perfect its ownership of the Sampling Trademarks.

**1.03 Further Assurances; Limited Power of Attorney.** Aristotle shall provide Sampling Opco, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Sampling Opco's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) as are requested by Sampling Opco in connection with (a) perfection of the rights assigned herein, including the preparation, execution, and delivery of all documentation which may be reasonably necessary to further document and record the assignment of the Sampling Trademarks made herein; (b) the preparation and prosecution of any application, extensions or equivalent to any of the foregoing for any of the Sampling Trademarks; (c) the prosecution or defense of any opposition, cancellation, infringement or other proceedings that may arise in connection with any of the Sampling Trademarks, this Agreement or the assignment made hereby; and (d) obtaining any additional protection that Sampling Opco may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country. If Sampling Opco is unable for any reason, after reasonable effort, to secure Aristotle's signature on any document needed in connection with the actions specified above, Aristotle hereby irrevocably designates and appoints Sampling Opco and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Aristotle.

## II. REPRESENTATIONS AND WARRANTIES

**2.01 Mutual Representations and Warranties.** Each Party hereby represents, warrants and covenants to the other Party that:

(a) such Party is a corporation or entity duly organized, validly existing and in good standing under the laws of its state or country of incorporation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;

(b) such Party is duly authorized, by all requisite corporate action, to execute and deliver this Agreement and the execution, delivery and performance of this Agreement by such Party does not require any shareholder action or approval, and the Person executing this Agreement on behalf of such Party is duly authorized to do so by all requisite corporate action;

(c) no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of such Party in connection with the valid execution, delivery and performance of this Agreement, except where the failure to

obtain any of the foregoing would not have a material adverse impact on the ability of such Party to meet its obligations hereunder;

(d) this Agreement is a legal and valid obligation binding upon such Party and enforceable in accordance with its terms except as enforceability may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights and (ii) equitable principles of general applicability; and

(e) the execution, delivery and performance by it of this Agreement and its compliance with the terms and provisions of this Agreement does not and will not conflict with or result in a breach of any of the terms or provisions of (i) any other contractual or other obligations of such Party, (ii) the provisions of its charter, operating documents or bylaws, or (iii) any order, writ, injunction or decree of any court or governmental authority entered against it or by which it or any of its property is bound except where such breach or conflict would not materially impact the Party's ability to meet its obligations hereunder; and it shall comply in all material respects with all laws, rules and regulations applicable to its performance under this Agreement.

**2.02 EXPRESS DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN THE CONTRIBUTION AGREEMENT AND SECTION 2.01 (MUTUAL REPRESENTATIONS AND WARRANTIES), THE PARTIES DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AND EXCEPT AS EXPRESSLY PROVIDED IN THE CONTRIBUTION AGREEMENT, EACH PARTY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT (A) THE SAMPLING TRADEMARKS ARE AVAILABLE FOR USE AS TO ANY OR ALL PRODUCTS, (B) THE SAMPLING TRADEMARKS ARE AVAILABLE IN ANY LOCATION FOR ANY APPLICATION, OR (C) EXPLOITATION OF THE SAMPLING TRADEMARKS WILL BE FREE OF CLAIMS OF INFRINGEMENT, MISAPPROPRIATION OR OTHER VIOLATIONS OF THE INTELLECTUAL PROPERTY RIGHTS OF ANY PARTY OR OTHER PERSON. Notwithstanding any provision of this Agreement, the Parties acknowledge that any remedies for a breach of any representation or warranty made in the Contribution Agreement, and any Losses that result from, relate to, or arise out of such a breach, will be solely as set forth in the Contribution Agreement.

### III. MISCELLANEOUS

**3.01 Entire Agreement.** This Agreement, including any related schedules, as well as any other agreements and documents referred to herein and therein, together constitute the entire agreement among the Parties with respect to the subject matter hereof and thereof and supersede all prior negotiations, agreements and understandings of the Parties of any nature, whether oral or written, with respect to such subject matter.

**3.02 Governing Law; Jurisdiction; Waiver of Jury Trial.** This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law provisions thereof that would result in the application of the law of any jurisdiction other than Delaware. Each Party hereby submits itself for the purpose of this Agreement and any controversy arising hereunder to the exclusive jurisdiction of the state and federal courts located in the State of Delaware, and any courts of appeal therefrom, and waives any objection on the grounds of lack of jurisdiction (including, without limitation, venue) to the exercise of such jurisdiction over it by any such courts.

**3.03 Amendments and Waivers.** This Agreement may be amended and any provision of this Agreement may be waived; provided, however, that any such amendment or waiver will become and remain binding upon a Party only if such amendment or waiver is set forth in a writing executed by such Party.

**3.04 No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and does not confer on third parties any remedy, claim, reimbursement, claim of action or other right in addition to those existing without reference to this Agreement.

**3.05 Assignability.** No Party may assign its rights or delegate its duties under this Agreement without the written consent of the other Party, except that a Party may assign its rights or delegate its duties under this Agreement to an Affiliate. "Affiliate" means, for a specified Person, another Person controlling, controlled by or under control with the specified Person.

**3.06 Construction.** Unless the context otherwise requires, any references to a "Section," "Article" or "Schedule" will be to a Section, Article or Schedule to or of this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

**3.07 Severability.** The Parties agree that (a) the provisions of this Agreement will be severable in the event that for any reason whatsoever any of the provisions hereof are invalid, void or otherwise unenforceable, (b) any such invalid, void or otherwise unenforceable provisions will be replaced by other provisions which are as similar as possible in terms to such invalid, void or otherwise unenforceable provisions but are valid and enforceable, and (c) the remaining provisions will remain valid and enforceable to the fullest extent permitted by applicable Law.

**3.08 Counterparts.** This Agreement may be executed in multiple counterparts (any one of which need not contain the signatures of more than one Party), each of which will be deemed to be an original but all of which taken together will constitute one and the same agreement. This Agreement, and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or other electronic transmission, will be treated in all manner and respects as an original agreement and

will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of either Party, the other Party will re-execute original forms thereof and deliver them to the requesting Party.

#### IV. DEFINITIONS

For purposes of this Agreement, the following terms, when utilized in an initial capitalized form, will have the following meanings:

"Affiliate" has the meaning set forth in Section 3.05 (Assignability).

"Agreement" has the meaning set forth in the preamble to this Agreement.

"Aristotle" has the meaning set forth in the preamble to this Agreement.

"Contribution Agreement" has the meaning set forth in the Recitals, paragraph 1.

"Effective Date" has the meaning set forth in the preamble to this Agreement.

"Governmental Authority" means any federal, state, local, provincial, foreign or international court, tribunal, judicial or arbitral body, government, department, commission, board, bureau, agency, official or other regulatory, administrative or governmental authority or any national securities exchange.

"Intellectual Property" means, in any and all jurisdictions throughout the world, all (a) patents, patent applications, inventors' certificates, utility models, statutory invention registrations, and other indicia of ownership of an invention, discovery or improvement issued by any Governmental Authority, including reissues, divisionals, continuations, continuations-in-part, extensions, reexaminations and other pre-grant and post-grant forms of the foregoing (collectively, "Patents"), (b) trademarks, service marks, trade dress, slogans, logos, symbols, trade names, brand names and other identifiers of source or goodwill recognized by any Governmental Authority, including registrations and applications for registration thereof and including the goodwill symbolized thereby or associated therewith (collectively, "Trademarks"), and Internet domain names and associated uniform resource locators, (c) copyrights, whether in published and unpublished works of authorship, registrations, applications, renewals and extensions therefor, mask works, and any and all similar rights recognized in a work of authorship by a Governmental Authority (collectively, "Copyrights"), (d) any trade secret rights in any inventions, discoveries, improvements, trade secrets and all other confidential or proprietary information (including know-how, data, formulas, processes and procedures, research records, records of inventions, test information, and market surveys), and all rights to limit the use or disclosure thereof, (e) registered and unregistered design rights, (f) rights of privacy and publicity, and (g) any and all other intellectual or industrial property rights recognized by any Governmental Authority under the Laws of any country throughout the world.

"Law" means any statute, law, ordinance, regulation, rule, code or other requirement of, or Order issued by, a Governmental Authority.

"Losses" means liabilities, damages, penalties, judgments, assessments, losses, costs and expenses in any case, whether arising under strict liability or otherwise (including reasonable attorneys' fees and expenses); provided, however, that "Losses" will not include any punitive, exemplary, special or similar damages, indirect damages, consequential damages that are not reasonably foreseeable, damages based on diminution in value or damages computed on a multiple of earnings, cash flow or another financial measure, in each case, except to the extent awarded by a court of competent jurisdiction in connection with a third-party claim.

"Order" means any orders, judgments, injunctions, awards, decrees, writs or other legally enforceable requirement handed down, adopted or imposed by, including any consent decree, settlement agreement or similar written agreement with, any Governmental Authority.

"Parties" has the meaning set forth in the preamble to this Agreement.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or other entity or organization or a Governmental Authority.

"Sampling Business" means Aristotle's business of sourcing, packaging, marketing, selling and distributing, through mail-order catalogs, online websites and other distributors, sterile sample bags ("Sampling Bags") marketed under the Nasco brand.

"Sampling Opco" has the meaning set forth in the preamble to this Agreement.


"Sampling Trademarks" has the meaning set forth in the Recitals, paragraph 1.

"Trademarks" has the meaning set forth in the definition of "Intellectual Property."

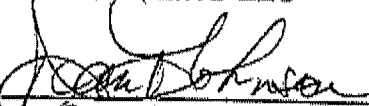
*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

**THE ARISTOTLE CORPORATION**

By:   
Name: Dean T. Johnson  
Title: President

**NASCO SAMPLING LLC**

By:   
Name: Dean T. Johnson  
Title: President



**SCHEDULE A****Sampling Trademarks**

<b><u>Case Type</u></b>	<b><u>Country</u></b>	<b><u>Title</u></b>	<b><u>Status/ Filing Date/ App. Serial No./ Date</u></b>	<b><u>Reg. No./ Reg. Date</u></b>
US Trademark [Use]	US	+1 STERILIZATION	Registered Filed: 4/24/2012 Serial #: 85/606,380	Registered: 1/8/2013 Reg. #: 4,271,214
Foreign Trademark	Canada	THIO-BAG	Registered Filed: 7/27/1990 Serial #: 663,057	Registered: 10/30/1992 Reg. #: 404,241
US Trademark [Use]	US	THIO-BAG	Registered Filed: 7/29/1981 Serial #: 73/321,201	Registered: 12/27/1983 Reg. #: 1,262,085
US Trademark [Use]	US	TRANS-PAK	Registered Filed: 7/23/1990 Serial #: 74/080,526	Registered: 5/14/1991 Reg. #: 1,644,334
Foreign Trademark	Australia	WHIRL-PAK	Registered Filed: 5/6/1971 Serial #: 248,142	Registered: 5/6/1971 Reg. #: 248142
Foreign Trademark	Canada	WHIRL-PAK	Registered	Registered: 11/9/1998 Reg. #: 160,680
Foreign Trademark	New Zealand	WHIRL-PAK	Registered Filed: 4/14/1971 Serial #: 96644	Registered: 4/14/1971 Reg. #: 96644

<u>Case Type</u>	<u>Country</u>	<u>Title</u>	<u>Status/ Filing Date/ App. Serial No./ Date</u>	<u>Reg. No./ Reg. Date</u>
US Trademark [Use]	US	WHIRL-PAK	Registered Filed: 1/10/1968 Serial #: 72/288,471	Registered: 7/23/1968 Reg. #: 852,990
US Trademark [Use]	US	THE SLUDGE JUDGE	Registered Filed: 4/24/1978 Serial #: 73/167,563	Registered: 6/26/1979 Reg. #: 1,120,894

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