

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	700519541

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Aristotle Corporation		08/31/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Nasco Education LLC
Street Address:	901 Janesville Aenue
City:	Fort Atkinson
State/Country:	WISCONSIN
Postal Code:	53538
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	4211520	ARTASTIC
Registration Number:	1844361	BIOQUEST
Registration Number:	3885887	BULK-KRYLIC
Registration Number:	1881897	CHEMQUEST
Registration Number:	4322163	INQUIZAQUEST
Registration Number:	0886960	NASCO
Registration Number:	0864758	NASCO-GUARD
Registration Number:	1682924	PRO-SECT
Registration Number:	2296518	READY-OR-NOT TOT
Registration Number:	3919187	SAFETY-KUT
Registration Number:	1888237	SCIQUEST
Registration Number:	3151893	STICKY SLIDE
Registration Number:	2253718	TEACHING TANK
Registration Number:	2522981	
Registration Number:	2033277	TECHQUEST
Registration Number:	4727388	SIMLAB
Registration Number:	4981802	MICROSLIDE
Registration Number:	4955552	MAC-T

CH \$465.00 4211520

CORRESPONDENCE DATA**Fax Number:** 4142259753*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:** 414-225-9755**Email:** DOCKETING@BOYLEFRED.COM**Correspondent Name:** ANDREW S. MCCONNELL**Address Line 1:** BOYLE FREDRICKSON, S. C.**Address Line 2:** 840 NORTH PLANKINTON AVENUE**Address Line 4:** MILWAUKEE, WISCONSIN 53203

ATTORNEY DOCKET NUMBER:	364.000
NAME OF SUBMITTER:	Andrew S. McConnell
SIGNATURE:	/Andrew S. McConnell/
DATE SIGNED:	09/22/2016

Total Attachments: 10

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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 Education LLC ("Education Opco"), a Delaware limited liability company. Aristotle and Education 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 Education Opco ("Contribution Agreement"), Aristotle has agreed to contribute, as an additional contribution on Aristotle's existing membership interest in Education Opco, certain Trademarks set forth on Schedule A and relating to the Education Business ("Education Trademarks").

2. Education Opco wishes to acquire, and Aristotle wishes to assign all of Aristotle's right, title and interest in and to the Education 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 Education Trademarks. Upon the terms and subject to the conditions set forth in this Agreement, Aristotle hereby irrevocably sells, assigns, transfers and sets over to Education Opco all of Aristotle's right, title and interest in and to the Education Trademarks, the goodwill associated with the Education 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 Education 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 Education Trademarks, with the right to sue for and collect the same for Education 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 Education Opco as owner of the Education Trademarks, for the sole use and enjoyment of Education Opco and its successors, assigns or other legal representatives. Education Opco shall have the right to record this Agreement with all

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

1.03 Further Assurances; Limited Power of Attorney. Aristotle shall provide Education Opco, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Education 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 Education 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 Education Trademarks made herein; (b) the preparation and prosecution of any application, extensions or equivalent to any of the foregoing for any of the Education Trademarks; (c) the prosecution or defense of any opposition, cancellation, infringement or other proceedings that may arise in connection with any of the Education Trademarks, this Agreement or the assignment made hereby; and (d) obtaining any additional protection that Education 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 Education 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 Education 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 EDUCATION TRADEMARKS ARE AVAILABLE FOR USE AS TO ANY OR ALL PRODUCTS, (B) THE EDUCATION TRADEMARKS ARE AVAILABLE IN ANY LOCATION FOR ANY APPLICATION, OR (C) EXPLOITATION OF THE EDUCATION 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.

“Education Business” means Aristotle’s business of sourcing, manufacturing, packaging, marketing, selling and distributing, through mail-order catalogs, online websites and other distributors, supplementary educational supplies and equipment, including but not limited to: arts and crafts products marketed under the Triarco trademark; sewing kits, garment kits and other crafting products for use in classrooms and recreational settings marketed under the Haan Crafts trademark; various classroom materials marketed under the Hubbard Scientific, Scott Resources and Ginsberg Scientific trademarks; educational products and resources for pre-K-12 teachers marketed under the Spectrum trademark; and various educational and training materials, as well as classroom applications, marketed under the Nasco trademark.

“Education Opco” has the meaning set forth in the preamble to this Agreement.

“Education Trademarks” 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.

"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 EDUCATION LLC

By: 
Name: Dean T Johnson
Title: President

SCHEDULE A

Education Trademarks

<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	ARTASTIC	Registered Filed: 10/14/2011 Serial #: 85/447,508	Registered: 9/18/2012 Reg. #: 4,211,520
US Trademark [Use]	US	BIOQUEST	Registered Filed: 9/18/1992 Serial #: 74/315,046	Registered: 7/12/1994 Reg. #: 1,844,361
US Trademark [Use]	US	BULK-KRYLIC	Registered Filed: 4/16/2010 Serial #: 85/015,568	Registered: 12/7/2010 Reg. #: 3,885,887
US Trademark [Use]	US	CHEMQUEST	Registered Filed: 9/18/1992 Serial #: 74/314,865	Registered: 3/7/1995 Reg. #: 1,881,897
US Trademark [Use]	US	CLASSROOM CHALLENGER	Registered Filed: 11/20/1995 Serial #: 75/021,193	Registered: 12/3/1996 Reg. #: 2,020,675
US Trademark [Use]	US	INQUIZAQUEST	Registered Filed: 5/8/2012 Serial #: 85/619,843	Registered: 4/16/2013 Reg. #: 4,322,163
US Trademark [Use]	US	NASCO	Registered Filed: 7/5/1967 Serial #: 72/275,343	Registered: 3/3/1970 Reg. #: 0,886,960

<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>
Foreign Trademark	Canada	NASCO	Registered Filed: 9/15/1970 Serial #: 336,223	Registered: 8/24/1973 Reg. #: 193,591
Foreign Trademark	Canada	NASCO-GUARD	Registered Filed: 3/5/1969 Serial #: 320396	Registered: 5/8/1970 Reg. #: TMA168922
US Trademark [Use]	US	NASCO-GUARD	Registered Filed: 5/13/1968 Serial #: 72/297,927	Registered: 2/18/1969 Reg. #: 864,758
US Trademark [Use]	US	PRO-SECT	Registered Filed: 3/28/1991 Serial #: 74/152,169	Registered: 4/14/1992 Reg. #: 1,682,924
US Trademark [Use]	US	READY-OR-NOT TOT	Registered Filed: 6/11/1997 Serial #: 75/306,817	Registered: 11/30/1999 Reg. #: 2,296,518
US Trademark [Use]	US	SAFETY-KUT	Registered Filed: 4/20/2010 Serial #: 85/018,585	Registered: 2/15/2011 Reg. #: 3,919,187
US Trademark [Use]	US	SCIQUEST	Registered Filed: 9/18/1992 Serial #: 74/314,864	Registered: 4/11/1995 Reg. #: 1,888,237

<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	SIMLAB	Pending Filed: 9/16/2014 Serial #: 86/395,970	
US Trademark [Use]	US	STICKY SLIDE	Registered Filed: 10/14/2004 Serial #: 78/499,877	Registered: 10/3/2006 Reg. #: 3,151,893
US Trademark [Use]	US	TEACHING TANK	Registered Filed: 6/15/1998 Serial #: 75/502,234	Registered: 6/15/1999 Reg. #: 2,253,718
US Trademark [Use]	US	Teaching Tank Design	Registered Filed: 6/15/1998 Serial #: 75/502,285	Registered: 12/25/2001 Reg. #: 2,522,981
US Trademark [Use]	US	TECHQUEST	Registered Filed: 7/22/1994 Serial #: 74/552,388	Registered: 1/28/1997 Reg. #: 2,033,277
US Trademark [Use]	US	MICROSLIDE	Pending Filed: 8/20/2015 Serial #: 86/731,475	
US Trademark [Use]	US	MAC-T	Pending Filed: 9/18/2015 Serial #: 86/761,343	