

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403819

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Studio Fun International, Inc		10/14/2016	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Readerlink Distribution Services, LLC		
Street Address:	1420 Kensington Road		
Internal Address:	Suite 300		
City:	Oak Brook		
State/Country:	ILLINOIS		
Postal Code:	60523		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2269710	CARRYALONG	
Registration Number:	2211920	THE FIRST BIBLE COLLECTION	
Registration Number:	2375856	MOVE-ALONG BEAD	
Registration Number:	2253838	SNAPPY FUN	
Registration Number:	2907708	MOVIE THEATER STORYBOOK & MOVIE PROJECTO	
Registration Number:	3131410	MUSIC PLAYER STORYBOOK	
Registration Number:	4660780	ARTFOLDS	
Registration Number:	4169004	ALL-STAR READERS	
Registration Number:	4206863	3-D MOVIE THEATER 3-D STORYBOOK & MOVIE	
Registration Number:	4258762	CHILLER THRILLERS	
Registration Number:	4697327	STUDIO FUN BOOKS	
Serial Number:	86675402	STUDIO FUN	
CORRESPONDENCE DATA			
Fax Number:	7247048403		
<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:	7247048403		
Email:	mmalkin@readerlink.com		

OP \$315.00 2269710

Correspondent Name: Michael Malkin
Address Line 1: 32 West State Street
Address Line 2: Fourth Floor
Address Line 4: Sharon, PENNSYLVANIA 16146

NAME OF SUBMITTER: Michael L. Malkin

SIGNATURE: /Michael L. Malkin/

DATE SIGNED: 10/31/2016

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of the 14th day of October, 2016 (this “**Assignment**”), is made and entered into by and among Studio Fun International, Inc., a Delaware corporation (“**Assignor**”), and Readerlink Distribution Services, LLC, an Illinois limited liability company (“**Assignee**”). Assignor and Assignee are sometimes herein referred to collectively as the “**Parties**” and individually as a “**Party**.” Any capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement (“**Purchase Agreement**”), of even date herewith, for the sale to Assignee of certain assets of, Studio Fun International, Inc.

WHEREAS, Assignor filed the trademarks set forth in Exhibit 1 hereto (the “**Marks**”); and

WHEREAS, in connection with the sale of the assets to Assignee under the Purchase Agreement, Assignor desires to assign all right, title and interest in and to the Marks, together with all goodwill arising from or relating thereto, to Assignee, and Assignee desires to acquire same.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, assigns, and delivers unto Assignee, absolutely and forever, its entire right, title, and interest in and to the Marks, whether statutory or at common law, together with all goodwill arising from or related to the business symbolized by the Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its licensees, successors, assigns, and/or other legal representatives, including the right to sue for and receive all damages accruing from past, present and future infringement of the Marks, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment not been made. Assignor hereby represents and warrants to Assignee that it has the full right to convey the Marks herein assigned and that it has not executed, and covenants that it will not execute, any agreement in conflict with this Assignment.

2. Further Assurances. Assignor hereby agrees to take such actions and execute such documentation as may be required by any registrar or regulatory agency to transfer ownership of the Marks from Assignor to Assignee. Assignor hereby also agrees to execute such further assignments and related documents with respect to the Marks as Assignee shall reasonably request.

3. Unassignable Rights. To the extent any of the Marks cannot presently be assigned under applicable law pursuant to this Assignment, Assignor shall not sell, assign or transfer to any third party or register or use in any manner (except to take necessary steps to obtain registration of unassignable Marks) such unassignable Marks or otherwise dispute or challenge Assignee’s or its assignee’s assignment, transfer, sale, registration or use of such unassignable Marks.

4. Recordation. Assignor hereby authorizes and requests the appropriate registrar or regulatory agency in the United States of America to record Assignee as owner of the Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

5. Headings. The article and section headings of this Assignment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

6. Severability. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment or the application of any such provision to any Person or circumstance shall be held to be prohibited by or invalid, illegal or unenforceable under applicable law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

7. Entire Agreement. This Assignment, the other transaction documents contemplated by the Purchase Agreement and any agreements and documents referred to herein and therein contain the entire agreement and understanding between the parties hereto and thereto with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings.

8. Amendments; No Waiver. Any provision of this Assignment may be waived or amended if, and only if, such amendment or waiver is in writing and signed by all of the parties. No failure by any party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Assignment, or to exercise any right or remedy consequent upon a breach hereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition hereof.

9. No Third Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto, their permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

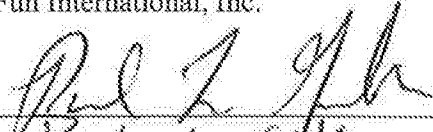
10. Counterparts. This Assignment may be executed in one or more counterparts (including by means of facsimile pdf or other electronic signature pages), all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives effective on the date first written above.

ASSIGNOR:

Studio Fun International, Inc.

By: 
Name: Paul L. Gilmore
Title: Assistant Secretary

ASSIGNEE:

Readerlink Distribution Services, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives effective on the date first written above.

ASSIGNOR:

Studio Fun International, Inc.

By: _____

Name: _____

Title: _____

ASSIGNEE:

Readerlink Distribution Services, LLC

By:  _____

Name: Dennis G. Abboud

Title: CEO

EXHIBIT 1

<u>Trademark</u>	<u>Reg #</u>	<u>Appln #</u>	<u>Reg Date</u>	<u>Appln Date</u>
Carryalong	2269710		Aug 10, 1999	
The First Bible Collection & Logo	2211920		Dec 15, 1998	
Move-Along Bead	2375856		Aug 8, 2000	
Snappy Fun	2253838		June 15, 1999	
Movie Theater Storybook & Movie Projector	2907708		Dec 7, 2004	
Music Player Storybook (Supplemental Register)	3131410		Aug 15, 2006	
Artfolds	4660780		Dec 23, 2014	
All-Star Readers	4169004		July 3, 2012	
3-D Movie Theater 3-D Storybook Movie Projector	4206863		Sept 11, 2012	
Chiller Thrillers	4258762		Dec 11, 2012	
Studio Fun Books	4697327		March 3, 2015	
Studio Fun		86675402		June 26, 2015

TRADEMARK

REEL: 005910 FRAME: 0893

RECORDED: 10/31/2016