

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM489018

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Foundation for the Blind, Inc.		06/29/2018	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Printing House for the Blind		
<b>Street Address:</b>	1839 Frankfort Avenue		
<b>City:</b>	Louisville		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40206		
<b>Entity Type:</b>	Non-Profit Corporation: KENTUCKY		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3452124	AFB SENIOR SITE	
<b>Registration Number:</b>	3520556	FAMILYCONNECT	
<b>Registration Number:</b>	2796706		
<b>Registration Number:</b>	2773990	BRAILLE BUG	
<b>Registration Number:</b>	2685890	BRAILLE TRAIL	
<b>Registration Number:</b>	2876432	CAREERCONNECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5025610442		
<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>			
<b>Phone:</b>	5025841135		
<b>Email:</b>	jray@middletonlaw.com		
<b>Correspondent Name:</b>	Julie Gregory Ray		
<b>Address Line 1:</b>	Suite 2600, 401 S. Fourth Street		
<b>Address Line 2:</b>	Middleton Reutlinger		
<b>Address Line 4:</b>	Louisville, KENTUCKY 40202		
<b>NAME OF SUBMITTER:</b>	Julie Gregory Ray		
<b>SIGNATURE:</b>	/Julie Gregory Ray/		
<b>DATE SIGNED:</b>	09/07/2018		

OP \$165.00 3452124

**Total Attachments: 8**

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## TRANSFERRED ASSETS ASSIGNMENT

FOR VALUE RECEIVED, and other good and valuable consideration as stated in a certain Intellectual Property Transfer Agreement by and between the **American Foundation for the Blind, Inc.** ("Transferor") and the **American Printing House for the Blind, Inc.** ("Transferee") dated as of June 1, 2018 (the "Agreement"), the receipt and sufficiency of which are hereby acknowledged on this **June 29, 2018** ("Effective Date"), and in order to effect the transfer to Transferee all of Transferor's right, title, and interest in and to the Transferred Assets in accordance with Section 1.4(b)(vii) of the Agreement, the Transferor does hereby assign, transfer, convey and deliver to Transferee, all of such Transferor's right, title and interest in and to the Transferred Assets and Intellectual Property as set forth in the Agreement which are not otherwise specifically assigned and/or transferred to Transferee pursuant to Exhibits D thru K of the Agreement, including but not limited to, certain Licensing Rights Agreements contained in a Dropbox link captioned "For APH Review from Kelly Bleach (AFB) via Dropbox Sorted by Name: AFB Press Web Programs". Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Agreement.

1. **No Liabilities Assumed.** The Transferor does not hereby assign, and Transferee does not hereby assume, any liabilities of Transferor, except for those liabilities specifically assumed by Transferee pursuant to the terms of the Agreement after the Closing. The Transferor retains all Excluded Liabilities under Section 1.2 of the Agreement and all Liabilities under Section 9.1 of the Agreement.

2. **Construction.** The terms "hereby," "hereto," "hereunder" and any similar terms as used in this Transferred Assets Assignment ("Assignment") refer to this Assignment in its entirety and not only to the particular portion of this Assignment where the term is used. The term "including," when used herein without the qualifier, "without limitation," shall mean "including, without limitation." Wherever in this Assignment the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The word "or" shall not be construed to be exclusive. Provisions shall apply, when appropriate, to successive events and transactions.

3. **Intellectual Property Transfer Agreement Controls.** To the extent any terms and provisions of this Assignment are inconsistent with or in conflict with any term, condition or provision of the terms and provisions of the Agreement, the terms of the Agreement shall govern and control.

4. **Governing Law.** This Assignment shall be governed by the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

5. **Severability.** If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

6. **Counterparts.** This Assignment may be executed and delivered in one or more counterparts, and by the different parties hereto in separate counterparts, each of which, when

executed and delivered, shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Counterpart signature pages to this Assignment may be delivered by facsimile or electronic delivery (*i.e.*, by email of a PDF signature page) and each such counterpart signature page will constitute an original for all purposes.

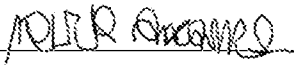
IN WITNESS WHEREOF, the parties hereto have executed and entered into this Assignment effective as of the Effective Date.

**Transferor:**

**Transferee:**

**American Foundation for the Blind,  
Inc.**

**American Printing House for the Blind,  
Inc.**

By: 

By: \_\_\_\_\_

Name: Kirk Adams

Name: \_\_\_\_\_

Title: President & CEO

Title: \_\_\_\_\_

executed and delivered, shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Counterpart signature pages to this Assignment may be delivered by facsimile or electronic delivery (i.e., by email of a PDF signature page) and each such counterpart signature page will constitute an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Assignment effective as of the Effective Date.

**Transferor:**

**Transferee:**

**American Foundation for the Blind,  
Inc.**

**American Printing House for the Blind,  
Inc.**

By: \_\_\_\_\_

By: William G. Beavin

Name: \_\_\_\_\_

Name: WILLIAM G. BEAVIN

Title: \_\_\_\_\_

Title: CHIEF FINANCIAL  
OFFICER

**EXHIBIT F**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
WEB PROGRAM TRADEMARKS ASSIGNMENT**

WHEREAS, **American Foundation for the Blind, Inc.**, a not-for-profit corporation duly organized and existing under the laws of the State of New York and having its principal place of business at 1401 South Clark Street, Arlington, Virginia 22202 (“Assignor”), owns all the right, title and interest in and to the federal trademark registrations of the marks identified in Schedule A hereto (the “Marks”) and all foreign registrations everywhere in the world; and

WHEREAS, Assignor has entered into the Website Collaboration Agreement with Readers Digest Partners for Sight Foundation dated July 25, 2011 (the “RDPSF Agreement”), attached hereto as Schedule B; and

WHEREAS, **American Printing House for the Blind, Inc.**, a not-for-profit corporation duly organized and existing under the laws of the Commonwealth of Kentucky and having its principal place of business at 1839 Frankfort Avenue, Louisville, Kentucky 40206-0085 (“Assignee”), desires to acquire all right, title and interest in and to the Marks, the registrations thereof, the electronic files, mailing/subscriber lists and the goodwill associated therewith, and in addition, desires to acquire Assignor’s rights and benefits, and to undertake Assignor’s obligations under, the RDPSF Agreement,

NOW, THEREFORE, for the good and valuable consideration as stated in that certain Intellectual Property Transfer Agreement dated June 1, 2018, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Marks together with the registrations thereof, the electronic files, mailing/subscriber lists and all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

In addition, Assignor hereby assigns all of its rights and benefits under the RDPSF Agreement, and Assignee hereby accepts and undertakes to perform all of Assignor’s obligations under the RDPSF Agreement.

ASSIGNOR:

**American Foundation for the Blind,  
Inc.**

By: Kirk Adams

Name: Kirk Adams

Title: President & CEO

ASSIGNEE:

**American Printing House for the Blind,  
Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT F

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
WEB PROGRAM TRADEMARKS ASSIGNMENT

WHEREAS, **American Foundation for the Blind, Inc.**, a not-for-profit corporation duly organized and existing under the laws of the State of New York and having its principal place of business at 1401 South Clark Street, Arlington, Virginia 22202 ("Assignor"), owns all the right, title and interest in and to the federal trademark registrations of the marks identified in Schedule A hereto (the "Marks") and all foreign registrations everywhere in the world; and

WHEREAS, Assignor has entered into the Website Collaboration Agreement with Readers Digest Partners for Sight Foundation dated July 25, 2011 (the "RDPSF Agreement"), attached hereto as Schedule B; and

WHEREAS, **American Printing House for the Blind, Inc.**, a not-for-profit corporation duly organized and existing under the laws of the Commonwealth of Kentucky and having its principal place of business at 1839 Frankfort Avenue, Louisville, Kentucky 40206-0085 ("Assignee"), desires to acquire all right, title and interest in and to the Marks, the registrations thereof, the electronic files, mailing/subscriber lists and the goodwill associated therewith, and in addition, desires to acquire Assignor's rights and benefits, and to undertake Assignor's obligations under, the RDPSF Agreement,

NOW, THEREFORE, for the good and valuable consideration as stated in that certain Intellectual Property Transfer Agreement dated June 1, 2018, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Marks together with the registrations thereof, the electronic files, mailing/subscriber lists and all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

In addition, Assignor hereby assigns all of its rights and benefits under the RDPSF Agreement, and Assignee hereby accepts and undertakes to perform all of Assignor's obligations under the RDPSF Agreement.

ASSIGNOR:

**American Foundation for the Blind,  
Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

**American Printing House for the Blind,  
Inc.**

By: William G. Bevan  
Name: WILLIAM G. BEVAN  
Title: CHIEF FINANCIAL  
OFFICER

**Schedule A to Web Program Trademarks Assignment**

<u>Serial No.</u>	<u>Country</u>	<u>Title/Mark</u>	<u>File Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
77-149,805	USA	AFB SENIOR SITE	4-5-2007	3,452,124	June 24, 2008
77-469,108	USA	FAMILYCONNECT	5-8-2008	3,520,556	October 21, 2008
76-353,158	USA	Braille Bug Logo Mark	12-20-2001	2,796,706	Dec. 23, 2003
76-345,884	USA	BRAILLE BUG	12-6-2001	2,773,990	October 14, 2003
76-350,552	USA	BRAILLE TRAIL	12-14-2001	2,685,890	Feb. 11, 2003
76-499,577	USA	CAREERCONNECT	3-21-2003	2,876,432	August 24, 2004

\*\*\* All Certificates for the above list are attached hereto and incorporated herein by reference \*\*\*



**ADDENDUM TO  
INTELLECTUAL PROPERTY TRANSFER AGREEMENT**

This Addendum to Intellectual Property Transfer Agreement ("Addendum") is by and between **American Foundation for the Blind, Inc.** ("Transferor"), a not-for-profit corporation organized under the laws of the State of New York, located and doing business at 1401 Clark Street, Arlington, Virginia 22202, and **American Printing House for the Blind** ("Transferee"), a not-for-profit corporation organized under the laws of the Commonwealth of Kentucky, located and doing business at 1839 Frankfort Avenue, Louisville, Kentucky 40206-0085. The Transferor and Transferee are collectively referred to herein as the "Parties".

WHEREAS, the Parties entered into an Intellectual Property Transfer Agreement dated as of June 1, 2018 (the "Agreement"), whereby the Transferor agreed to transfer, and the Transferee agreed to accept, certain intellectual property upon the terms and conditions set forth in said Agreement; and

WHEREAS, the Parties inadvertently identified the Transferee in the Agreement, the exhibits thereto and other transfer documents as the American Printing House for the Blind, Inc. rather than its correct legal name, American Printing House for the Blind; and

WHEREAS, the Parties now desire to amend the Agreement, the exhibits thereto and other transfer documents to properly identify the Transferee as the American Printing House for the Blind.

NOW, THEREFORE, in consideration of the recitals, mutual covenants and other good and valuable consideration contained in the Agreement and herein, and intending to be legally bound thereby, the Parties agree as follows:

1. The Agreement, the exhibits thereto and other transfer documents are hereby amended in their entirety by substituting and replacing the name, and any and all references to, the "American Printing House for the Blind, Inc.", to the **American Printing House for the Blind**. The documents amended hereby include, without limitation the Agreement, and the following exhibits to the Agreement and their attachments:

- (i) Exhibit A - VisionConnect Transfer Letter of Agreement;
- (ii) Exhibit B - Web Program Transfer Letter of Agreement;
- (iii) Exhibit C - AFB Press Letter of Agreement;
- (iv) Exhibit D - VisionConnect Copyright Assignment;
- (v) Exhibit E - VisionConnect Trademark Assignment
- (vi) Exhibit F - Web Program Trademark Assignment;
- (vii) Exhibit G - Web Program Domain Name Assignment;
- (viii) Exhibit H - Non-Exclusive License;

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- (ix) Exhibit I - AFB Press Publication Copyright Assignment
- (x) Exhibit J - AFB Press Publishing Rights Assignment
- (xi) Exhibit K - AFB Press Author Editor Contracts Assignment
- (xii) Exhibit L - AFB Press Distribution Agreements Assignment;
- (xiii) Exhibit M - Exclusive License Agreement;
- (xiv) the Transferor Certificate
- (xv) the Transferee Certificate; and
- (xvi) the Transferred Assets Assignment.

2. This Addendum is binding upon the Parties, their officers, directors, agents, affiliates, successors and assigns, and related entities.

IN WITNESS WHEREOF, the parties agree to be bound by the terms of this Addendum dated as of June 29, 2018.

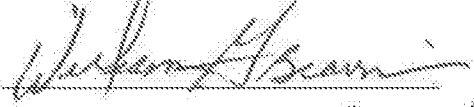
TRANSFEROR:

TRANSFEEE:

**American Foundation for the Blind, Inc.**

**American Printing House for the Blind**

By: 

By: 

Name: Kirk Adams

Name: WILLIAM G. DEAVIN

Title: President & Chief Executive Officer

Title: CHIEF FINANCIAL OFFICER

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