

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503788

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900479242

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HMH IP COMPANY UNLIMITED COMPANY		12/26/2018	Company: IRELAND

RECEIVING PARTY DATA

Name:	HOUGHTON MIFFLIN HARCOURT IP LLC
Street Address:	1209 ORANGE STREET
Internal Address:	THE CORPORATION TRUST COMPANY
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	87079842	CARMEN SANDIEGO
Serial Number:	86895662	CARMEN SANDIEGO
Serial Number:	86895648	CARMEN SANDIEGO
Serial Number:	86888107	CARMEN SANDIEGO
Serial Number:	86888098	CARMEN SANDIEGO
Serial Number:	74682960	CARMEN SANDIEGO JUNIOR DETECTIVE EDITION
Serial Number:	75286477	CARMEN SANDIEGO WORD DETECTIVE
Serial Number:	73673482	WHERE IN THE U.S.A. IS CARMEN SANDIEGO?
Serial Number:	75291775	WHERE IN THE WORLD IS CARMEN SANDIEGO?
Serial Number:	73551947	WHERE IN THE WORLD IS CARMEN SANDIEGO?

CORRESPONDENCE DATA

Fax Number: 2125750671

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: 2127909200

Email: trademark@cll.com

Correspondent Name: Mary A. Donovan

TRADEMARK

Address Line 1: 114 West 47th Street
Address Line 2: COWAN, LIEBOWITZ & LATMAN, P.C.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 31265.006

NAME OF SUBMITTER: Mary A. Donovan

SIGNATURE: /madonovan/

DATE SIGNED: 12/28/2018

Total Attachments: 6

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This Assignment is dated December 26, 2018

Between:

- (1) **HMH IP Company Unlimited Company**, a company incorporated in Ireland (registered number 449588) and having its registered office at Trinity Central, 152-160 Pearse Street, Dublin 2, Ireland (the "Assignor"); and
- (2) **Houghton Mifflin Harcourt IP LLC**, a company incorporated in Delaware and having its registered office at The Corporation trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801, USA (the "Assignee"),

each a "Party" and together, the "Parties".

Background:

The Parties have entered into the Asset Transfer Agreement (as defined below) to transfer certain Intellectual Property (as defined below) and associated contracts from the Assignor to the Assignee. Pursuant to the Asset Transfer Agreement, the Assignor has agreed to assign to the Assignee the Assigned Rights on the terms set out in this Assignment.

1 Interpretation

1.1 The following definitions and rules of interpretation apply in this Assignment:

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|-----------------------------------|--|
| "Asset Transfer Agreement" | means the asset transfer agreement entered into on or about the date hereof between the Assignor and the Assignee; |
| "Assigned Rights" | means the Copyrights and the Trademarks; |
| "Business Day" | means a day, other than a Saturday, Sunday or public holiday, when banks in Dublin, Ireland and Boston, Massachusetts are open for business; |
| "Consideration" | means the consideration payable under the Asset Transfer Agreement; |
| "Copyrights" | means the copyrights related to the Intellectual Property, including but not limited to those set out in Schedule 1; |
| "Group" | means in relation to a Party, that Party and any other company which is for the time being (whether on or after the date hereof) a Related Undertaking of that Party; |
| "Intellectual Property" | means any and all patents, registered trademarks, service marks, registered designs, applications for any of the foregoing, trade and business names, unregistered trademarks, trade dress, logos, know-how, trade secrets, copyrights, copyright registrations, database rights, rights in designs, inventions, rights under licences and consents in |

relation to any such rights, and rights of the same or similar effect or nature, together with all goodwill attaching or relating thereto, in any part of the world (whether or not capable of protection by registration) which are held by the Seller in connection with the "Carmen Sandiego" brand;

"Related Undertaking" means in relation to any company means any subsidiary or holding company of that company or any subsidiary of any such holding company;

"Trademarks" means the trademarks relating Intellectual Property copyrights, including but not limited to those set out in Schedule 2; and

"VAT" means value added tax or any equivalent tax chargeable in Ireland or elsewhere.

- 1.2 Clause, schedule and paragraph headings will not affect the interpretation of this Assignment.
- 1.3 Unless the context otherwise requires, words in the singular will include the plural and in the plural will include the singular.
- 1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.5 If there is an inconsistency between any of the provisions in the main body of this Assignment and the Schedules, the provisions in the main body of this Assignment will prevail.

2 Assignment and Transfer of Assigned Rights

- 2.1 In consideration of the Consideration, the Assignor hereby assigns to the Assignee absolutely all its right, title and interest in and to the Assigned Rights, with effect from the date hereof, including:
 - (a) the absolute entitlement to any registrations granted pursuant to any of the Assigned Rights; and
 - (b) the right to bring, make, oppose, defend or appeal proceedings, claims or actions, and obtain relief and to retain any damages recovered, in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights, whether occurring before, on, or after the date of this Assignment.

3 Warranties and Indemnities

The Assignor does not give any warranties, indemnities or representations to the Assignee in respect of the Assigned Rights assigned by it under this Assignment and all implied terms are excluded.

4 General

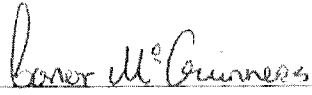
- 4.1 This Assignment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when executed and delivered shall constitute an original, and all such counterparts together constituting but one and the same instrument

An executed counterpart hereunder shall either be delivered by one party to the other party or delivered to such person that the other party shall have nominated for the purposes of accepting delivery.


- 4.2 The provisions of this Assignment which shall not have been performed on the Completion Date shall remain in full force and effect notwithstanding Completion.
- 4.3 This Assignment shall be binding upon and enure to the benefit of the respective parties hereto and their respective personal representatives, successors and permitted assigns.
- 4.4 This Assignment constitutes the entire Assignment of the parties and the subject matter hereof and may not be amended or modified except by an agreement in writing signed by both parties.
- 4.5 All agreements and covenants contained herein are severable and in the event of any of them being held to be invalid by a competent court, this Assignment shall be interpreted as if such invalid agreements or covenants were not contained herein.
- 4.6 This Assignment shall be governed by and construed in accordance with the laws of Ireland and the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Assignment or to subject matter or formation (including non-contractual disputes or claims).


In Witness whereof this Assignment has been duly executed and delivered as a deed on the date shown at the beginning of this Assignment.

Given under the common seal of
and Delivered as a Deed by
HMH IP Company Unlimited Company



Director



Secretary Director 

Executed and Delivered as a Deed by

Houghton Mifflin Harcourt IP LLC

A handwritten signature in cursive script, appearing to read "William F. Bayers", written in black ink over a horizontal line.

**William F. Bayers, Executive Vice President
General Counsel and Secretary**

**Schedule 2
Trademarks**

MARK	COUNTRY	Application No.	Registration No.
CARMEN SANDIEGO	United States	87079842	
CARMEN SANDIEGO	United States	86895662	
CARMEN SANDIEGO	United States	86895648	
CARMEN SANDIEGO	United States	86888107	
CARMEN SANDIEGO	United States	86888098	5157616
CARMEN SANDIEGO JUNIOR DETECTIVE EDITION	United States	74682960	2007255
CARMEN SANDIEGO WORD DETECTIVE	United States	75286477	2304536
WHERE IN THE U.S.A. IS CARMEN SANDIEGO?	United States	73673482	1483655
WHERE IN THE WORLD IS CARMEN SANDIEGO?	United States	75291775	2223676
WHERE IN THE WORLD IS CARMEN SANDIEGO?	United States	73551947	1383516

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