

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM635872

<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>
Stry-Lenkoff Company, LLC		03/03/2021	Corporation: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hinkler Books Pty Ltd		
<b>Street Address:</b>	530 Collins Street		
<b>Internal Address:</b>	Level 18		
<b>City:</b>	Melbourne, Victoria		
<b>State/Country:</b>	AUSTRALIA		
<b>Postal Code:</b>	3000		
<b>Entity Type:</b>	Proprietary Limited Company: AUSTRALIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1819905	MAGIC MAZES	
<b>Registration Number:</b>	1385980	GUESS & SHOW	
<b>Registration Number:</b>	1198682	MR MYSTERY	
<b>Registration Number:</b>	1168327	YES & KNOW	
<b>Registration Number:</b>	2590960	MAGNETIC FUN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3172373900		
<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>	317-237-3800		
<b>Email:</b>	trademarks@fbtlaw.com		
<b>Correspondent Name:</b>	Eric Lamb		
<b>Address Line 1:</b>	201 North Illinois Street, Suite 1900		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204		
<b>NAME OF SUBMITTER:</b>	Eric Lamb		
<b>SIGNATURE:</b>	/Eric Lamb/		
<b>DATE SIGNED:</b>	03/31/2021		
<b>Total Attachments: 6</b>			

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## FORM OF RECORDABLE TRADEMARK ASSIGNMENT

This RECORDABLE TRADEMARK ASSIGNMENT (this "Assignment") is made as of March 3, 2021 (the "Effective Date") between Stry-Lenkoff Company, LLC, a Kentucky limited liability company ("Assignor") and Hinkler Books Pty Ltd ACN 061 321 766 as trustee of The Hinkler Books Distribution Unit Trust, an Australian limited company ("Assignee"). Each of Assignor and Assignee are referred to as a "Party" and together as the "Parties".

WHEREAS, Assignee, Assignor, and Lee Publications of Kentucky, LLC, LLC, have executed an Asset Purchase Agreement dated October 23, 2020 (as amended from time to time), and a Deed of Assignment of Intellectual Property, dated as of February 26, 2021 (collectively with their respective schedules the "Transaction Documents"), pursuant to which Assignee has acquired certain assets of Assignor, including without limitation the Assigned Trademark Rights (defined below); and

WHEREAS, Assignor wishes to confirm, memorialize and record the assignment of the Assigned Trademark Rights to Assignee as set forth in the Transaction Documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor hereby irrevocably sells, transfers, assigns and delivers to Assignee, and Assignee hereby assumes and accepts, all of Assignor's worldwide rights, title, and interest in and to (a) all trademarks, including without limitation, the trademark registrations and trademark applications listed on Exhibit A hereto; together with all registrations and applications for the foregoing; and all common law rights in the foregoing; (b) all issuances, extensions and renewals of the foregoing; (c) all rights to create new trademarks that incorporate the foregoing; (d) all rights to request, apply for, file and register the foregoing; (e) all the goodwill of the business connected with the use of and symbolized by the foregoing; (f) all defenses relating to or arising from any of the foregoing, and all rights of action arising from the foregoing, including without limitation all claims for damages by reason of present, past and future infringement, dilution or violation of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, dilution or violation of the foregoing; and (g) all income, royalties and any other payments now and hereafter due and/or payable to Assignor in respect of the foregoing (collectively (a) through (g), the "Assigned Trademark Rights") to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made.

2. Assignor hereby authorizes and requests the competent authorities, including without limitation an official of the United States Patent and Trademark Office, an official of any non-U.S. governmental trademark office and an official of any intergovernmental organization, whose duty is to issue trademark registrations or other evidence or forms of intellectual property and/or industrial property protection on applications as aforesaid, to issue the same to Assignee, its successors, and assigns, in accordance with the terms of this Assignment.

3. Assignor shall promptly execute and deliver such documents, and do and perform such acts and things as Assignee, its legal representatives, its successors, and/or assigns may

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reasonably request to give effect to, document and record, perfect and enforce the assignment herein recited, including without limitation prompt production of pertinent facts and documents in its possession or under its control, giving of testimony, execution of papers, and other assistance all to the extent reasonably necessary or desirable for: (a) perfecting all right, title and interest herein conveyed; (b) prosecuting any applications herein conveyed; and (c) legal proceedings involving any trademark and any applications therefor, including without limitation opposition proceedings, infringement actions and court actions; provided, however, that the reasonable expenses incurred by Assignor in providing such cooperation shall be paid for by Assignee.

4. THIS ASSIGNMENT AND ANY DISPUTES ARISING UNDER OR RELATING TO OR IN CONNECTION WITH THIS ASSIGNMENT AND THE TRANSACTIONS CONTEMPLATED HEREUNDER SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF OR OF ANY OTHER JURISDICTION.

5. Each of the Parties (i) irrevocably submits exclusively to the jurisdiction of the Chancery Courts of the State of Delaware (the "Chancery Court") or, if the Chancery Court declines jurisdiction, any other Delaware state court, and the federal courts of the United States of America, in each case, located in New Castle County in the State of Delaware (collectively, "Chosen Courts") in the event any dispute arises out of this Assignment or any of the transactions contemplated hereby, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (iii) agrees that it will not bring any Action by or before any Governmental Entity relating to this Assignment or any of the transactions contemplated hereby in any court other than the Chosen Courts, (iv) waives any objection that it may now or hereafter have to the venue of any such Action in the Chosen Courts or that such Action was brought in an inconvenient court and agrees not to plead or claim the same and (v) consents to service being made through the notice procedures set forth in the Purchase Agreement.

6. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

7. Whenever possible, each provision of this Assignment shall be interpreted in such a manner as to be effective and valid under applicable Laws, but if any provision of this Assignment, or application thereof, becomes or is held to be prohibited by or invalid under applicable Laws, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment. The Parties shall use all reasonable efforts to replace such prohibited or invalid provision of this Assignment with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of such prohibited or invalid provision.

10. This Assignment and the Transaction Documents contain the entire agreement between the Parties regarding their subject matter and supersede and cancel any prior and contemporaneous understandings, agreements or representations by or between the Parties, written or oral, which relate to the subject matter hereof in any way.


11. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

*[Signature page follows.]*

The Parties, by their authorized representatives, have executed this Recordable  
Trademark Assignment effective as of the Effective Date:

"ASSIGNEE":

HINKLER BOOKS PTY LTD ACN 061  
321 766 AS TRUSTEE OF THE HINKLER  
BOOKS DISTRIBUTION UNIT TRUST

By:   
Name: Stephen Unger  
Title: Executive Chairman  
Date: 7 / 3 / 21

“ASSIGNOR”:

STRY-LENKOFF COMPANY, LLC

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

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

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

Date: \_\_\_\_\_

*R. Lenhoff Pres.*  
*2/25/21*

**EXHIBIT A**

**REGISTERED TRADEMARKS**

Country	Trademark	Status	App. No.	Reg. No.	Reg. Date	Owner of Record
US	MAGIC MAZES	Registered	74/386,031	1,819,905	February 8, 1994	Stry-Lenkoff Company, LLC
US	GUESS & SHOW	Registered	73/554,456	1,385,980	March 11, 1986	Stry-Lenkoff Company, LLC
US	MR MYSTERY	Registered	73/292,043	1,198,682	June 22, 1982	Stry-Lenkoff Company, LLC
US	YES & KNOW	Registered	73/223,757	1,168,327	September 8, 1981	Stry-Lenkoff Company, LLC
US	MAGNETIC FUN	Registered	76/179,700	2,590,960	July 9, 2002	Stry-Lenkoff Company, LLC

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