

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828254

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of entire right, title, and interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Albert Whitman & Company		05/30/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Penguin Random House LLC		
Street Address:	1745 Broadway		
Internal Address:	Attn: Madison Forsander		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2220510	THE ADVENTURES OF BENNY AND WATCH	
Registration Number:	1571862	BOXCAR CHILDREN	
Serial Number:	90630260	THE BOXCAR CHILDREN	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	212-366-2652		
Email:	mforsander@penguinrandomhouse.com		
Correspondent Name:	Madison Forsander		
Address Line 1:	1745 Broadway		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Andrea T Sheridan		
SIGNATURE:	/Andrea T Sheridan/		
DATE SIGNED:	07/31/2023		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), effective as of May 30, 2023 ("Effective Date"), is entered into by and between Albert Whitman & Company, a Delaware corporation ("Assignor") and Penguin Random House LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Parties have entered into an Asset Purchase Agreement, dated as of May 30, 2023 (the "Purchase Agreement"), pursuant to which, on the terms and subject to the conditions set forth in the Purchase Agreement, Assignor has agreed to, and to cause its Affiliates to, sell, assign, transfer and convey to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor and its Affiliates, all of Assignor's and its Affiliates' right, title and interest in and to the Purchased Assets; and

WHEREAS, this Agreement is being executed to effect the assignment from Assignor and its Affiliates to Assignee of the Assigned Trademarks (defined below) owned by any of Assignor and its Affiliates.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth in the Purchase Agreement and hereinafter set forth, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used but not defined in this Assignment shall have the meanings ascribed to such terms in the Purchase Agreement. For purposes of this Assignment, the following terms have the following meanings:

"Assigned Trademarks" means any and all trademarks, service marks, trade dress, brand names, logos, domain names, social media accounts and user names, trade names, business names, rights of privacy, rights of publicity, corporate names and other indications of origin (in each case, whether or not registered) in the United States and all other nations throughout the world, including all variations, derivations, combinations, registrations, renewals and applications for registration of the foregoing and all goodwill associated therewith ("Trademarks") included in the Purchased Assets, including the Trademarks set forth on Schedule 1 attached hereto, together with all goodwill associated therewith and all rights to claim priority therefrom, all income, royalties, damages and payments due or payable with respect thereto as of the Closing or thereafter (including damages and payments for past, present or future infringements, misappropriations, dilutions, or other violations thereof), the right to sue and recover for past, present and future infringements, misappropriations, dilutions, or other violations thereof, and any and all corresponding rights that, now or hereafter, may be secured throughout the world.

2. Assignment. Assignor, on behalf of itself and its Affiliates, hereby irrevocably contributes, conveys, assigns, transfers and delivers to Assignee all of Assignor's and its Affiliates' right, title and interest in, to and under the Assigned Trademarks to be held and enjoyed by

EXECUTION COPY

Assignee for its own use and enjoyment as fully and entirely as the same would have been held and enjoyed by Assignor and its Affiliates if this assignment had not been made.

3. Domain Names and Social Media Accounts. Promptly after the Effective Date, Assignor shall transfer, and shall cause its Affiliates to transfer, any and all domain names and social media accounts included in the Assigned Trademarks from Assignor's or any of its Affiliates' account to Assignee's account (such that Assignee will be listed as the registrant and/or owner of such domain names and social media accounts in the applicable registrar) and shall deliver to Assignee all necessary Auth-Info codes and all other passwords necessary to unlock and control such domain names and social media accounts.
4. Further Assurances. Upon Assignee's reasonable request, Assignor shall execute, and shall cause its Affiliates to execute, any and all documents and take any and all actions as may be necessary to enable Assignee to prosecute, perfect, enforce, defend, register and/or record its right, title and interest in, to and under the Assigned Trademarks, in each case, at the sole cost and expense of Assignee.
5. Recordation. Assignor, on behalf of itself and its Affiliates, hereby authorizes and requests the officials of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record and register Assignee as assignee and owner of all right, title and interest in, to and under the Assigned Trademarks.
6. Purchase Agreement. The Parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded, revised or expanded hereby but shall remain in full force and effect to the full extent provided in, and subject to the terms of, the Purchase Agreement. Nothing in this Assignment shall alter any liability or obligation of the Parties arising under the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.
7. Miscellaneous. This Agreement shall be subject to all applicable provisions of Article 8 (Miscellaneous) of the Purchase Agreement, and such provisions are incorporated herein *mutatis mutandis*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

ASSIGNOR:

ALBERT WHITMAN & COMPANY

By:

Name: John D. Quattrocchi
Title: President

ASSIGNEE:

PENGUIN RANDOM HOUSE LLC

By:

Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

ASSIGNOR:

ALBERT WHITMAN & COMPANY

By: _____
Name:
Title:

ASSIGNEE:

PENGUIN RANDOM HOUSE LLC

By: Barbara Marcus
Name: Barbara Marcus
Title: President and Publisher Random House Children's Books

SCHEDULE 1
ASSIGNED TRADEMARKS

Trademarks

See Schedule Attached

Domain Name

See Schedule Attached

Social Media Accounts

<https://twitter.com/BoxcarChildren>

<https://www.facebook.com/BoxcarChildren>

Schedule 2.01(c)

(i) Owned Intellectual Property Rights and Licensed Intellectual Property Rights

Serial No.	Filing Date	Reg. No.	Issue Date	Mark	Goods/Services
73420989	January 21, 1998	2220510	January 26, 1999	THE ADVENTURES OF BENNY AND WATCH	IC 016: SERIES OF CHILDREN'S BOOKS.
73793113	April 13, 1989	1571862	December 19, 1989	BOXCAR CHILDREN	IC 016: SERIES OF CHILDREN'S BOOKS AND BOOKCASES SOLD WITH THE BOOKS AS A UNIT.
90630260	April 7, 2021			THE BOXCAR CHILDREN	IC 009: EBOOKS AND AUDIO BOOKS IC 016: SERIES OF CHILDREN'S BOOKS IC 041: FILMS AND VIDEO GAMES

(ii) Detail Copyright Listing -- See Attachment #5

(iii) Trademarks

Boxcar Children AFA - Exhibit C - Domain Names Assigned Schedule #1

Domain Name	Registrant	Registrar
box-car-children.com	Albert Whitman & Company	Hover
box-carchildren.com	Albert Whitman & Company	Hover
box-carchildren.net	Albert Whitman & Company	Hover
box-carchildrenfilm.com	Albert Whitman & Company	Hover
box-carchildrenfilm.net	Albert Whitman & Company	Hover
boxcarchildren.com	Albert Whitman & Company	Hover
boxcarchildren.net	Albert Whitman & Company	Hover
boxcarchildren.xyz	Albert Whitman & Company	Hover
boxcarchildrenmovie.com	Albert Whitman & Company	Hover
boxcarchildrenseries.com	Albert Whitman & Company	Hover
boxcarchildrenseries.net	Albert Whitman & Company	Hover
jessiefiles.com	Albert Whitman & Company	Hover
thebox-carchildren.com	Albert Whitman & Company	Hover
thebox-carchildren.net	Albert Whitman & Company	Hover
theboxcarchildren.com	Albert Whitman & Company	Hover
theboxcarchildren.net	Albert Whitman & Company	Hover
theboxcarchildrenfilm.com	Albert Whitman & Company	Hover
theboxcarchildrenmovie.com	Albert Whitman & Company	Hover
thejessiefiles.com	Albert Whitman & Company	Hover