

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM828278

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Joseph W. Boyd, Jr. Trust		05/30/2023	Trust:
Richard D. Gutrich Trust		05/30/2023	Trust:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Penguin Random House LLC		
<b>Street Address:</b>	1745 Broadway		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1571862	BOXCAR CHILDREN	
<b>Registration Number:</b>	2220510	THE ADVENTURES OF BENNY AND WATCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	212-366-2652		
<b>Email:</b>	mforsander@penguinrandomhouse.com		
<b>Correspondent Name:</b>	Madison Forsander		
<b>Address Line 1:</b>	1745 Broadway		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>NAME OF SUBMITTER:</b>	Andrea T Sheridan		
<b>SIGNATURE:</b>	/Andrea T Sheridan/		
<b>DATE SIGNED:</b>	07/31/2023		
<b>Total Attachments: 17</b>			
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source=Richard Gutrich Release\_Redacted#page9.tif

## RELEASE AGREEMENT

This RELEASE AGREEMENT (this "Agreement") is dated and entered into as of May 30, 2023 (the "Effective Date") among Albert Whitman & Company, a Delaware corporation ("Debtor"), Penguin Random House LLC, a Delaware limited liability company ("PRH") and Joseph W. Boyd, individually ("Joe") and as Trustee of the Joseph W. Boyd, Jr. Trust, dated September 29, 1990 ("Trustee;" Joe and Trustee are sometimes referred to collectively as "Boyd"). PRH, Debtor and Boyd may be referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Debtor and Trustee are party to that certain Trademark Security Agreement, dated as of February 13, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") entered into in connection with the 2008 Purchase Agreement;

WHEREAS, pursuant to the Security Agreement, Debtor granted to Trustee a security interest in and pledged and assigned to Trustee the following: Debtor's entire right, title and interest in and to all of its then owned or then existing and thereafter acquired or arising trademarks, copyrights, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the registered trademarks, copyrights, and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, copyrights and renewals thereof, and all income, royalties, damages and payments then or thereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Debtor's business connected with the use of and symbolized by the Trademarks (collectively with the Trademarks, the "Trademark Collateral");

REDACTED

WHEREAS, in connection with the closing of the transaction under the Purchase Agreement, Debtor and PRH have requested that the Trustee release its security interest in the Trademark Collateral relating to The Boxcar Children series of books and sequels thereof, including but not limited to the trademarks listed on Schedule B attached hereto and made a part hereof (the "Released Collateral"); and

WHEREAS, the Parties desire to enter into this Agreement to (i) evidence the release of Boyd's security interest in the Released Collateral, (ii) terminate the Security Agreement only with respect to the Released Collateral, and (iii) provide for certain releases of claims for the benefit of PRH (and covenants related thereto) as contained herein.

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

1. Definitions.

- a. **"2008 Purchase Agreement"** means that certain Stock Purchase Agreement, dated as of January 1, 2008, by and among Boyd, John J. Quattrocchi, Patrick McPartland and Richard D. Gutrich, as amended, restated, supplemented or otherwise modified from time to time, **REDACTED**.
- b. **"Affiliate"** means, with respect to any Person, any other Person who, as of the relevant time for which the determination of affiliation is being made, directly or indirectly controls, is controlled by, or is under common control with such Person. For purposes of this definition, **"control"**, when used with respect to any Person, means (i) the direct or indirect ownership or control (whether by contract or otherwise) of more than fifty percent (50%) of the equity securities entitled to vote for the election of directors, managers or similar governing body, or to direct the vote in such elections, or (ii) otherwise having the power (whether by contract or otherwise) to direct management policies, and the terms **"controlling"** and **"controlled"** have correlative meanings.
- c. **"Claims"** means any and all actions, causes of action, damages, judgments, claims, and demands, of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, at law or in equity.
- d. **"Person"** means an individual, corporation, partnership, limited liability company, association, joint venture, unincorporated entity, trust or any other entity or organization.
- e. **"Purchase Agreement"** means that certain Asset Purchase Agreement, dated as of May 30, 2023, by and between Debtor and PRH.
- f. **"Releasees"** means PRH, its Affiliates, and its and their respective employees, officers, directors, shareholders, managers, members, agents, attorneys, representatives, predecessors, successors, and permitted assigns.
- g. **"Releasers"** means Boyd and its predecessors, successors, heirs, beneficiaries and permitted assigns.
2. Release of Security Interest. Boyd does hereby irrevocably cancel, release, relinquish, discharge and terminate its security interest in all of the Debtor's right, title and interest in, to and under the Released Collateral.
3. Termination. The Security Agreement is hereby amended to provide that it no longer covers the Released Collateral and, notwithstanding anything to the contrary in the Security Agreement, the Parties shall have no further rights or obligations thereunder solely with respect to the Released Collateral, in each case with effect as of the Effective Date.
4. Assignment. If and to the extent that Boyd has acquired any right, title or interest in or to any of the Released Collateral, Boyd does hereby irrevocably assign, transfer, deliver and convey all such right, title and interest to the Debtor.

5. Further Assurances. Boyd does hereby authorize Debtor, PRH or their authorized representative, at PRH's sole cost and expense, to (a) record this Agreement with the U.S. Patent and Trademark Office, and/or (b) otherwise record or file this Agreement in the applicable governmental office or agency. Boyd further agrees to execute and deliver to the Debtor or PRH any and all further documents and instruments and do any and all further acts which the Debtor or PRH (or their agents or designees) reasonably request (at Debtor's sole cost and expense) in order to confirm PRH's right, title and interest in, to and under the Released Collateral.

6.



7. Limitation of Release. Notwithstanding anything that may be construed as contrary in this Agreement, each of Debtor, the Company and PRH agree that (a) except as expressly provided herein, the Security Agreement remains in full force and effect, (b) Boyd's interest in either the Trademark Collateral other than the Released Collateral or any other collateral granted to it in connection with the 2008 Purchase Agreement is not affected or released hereunder, (c) Boyd is not releasing any rights under the 2008 Purchase Agreement against the 2018 Parties, which remains in full force and effect, and (d) each of the other agreements in place among the parties relating to the transactions under the 2008 Purchase Agreement remains in full force and effect.

8. No Admission of Liability. The Parties hereby acknowledge and agree that neither the execution of this Agreement nor any term or condition of this Agreement nor the performance of any acts hereunder or pursuant hereto **REDACTED** nor any statement or action by the Parties during the negotiation of this Agreement shall (a) constitute, be deemed to be or be construed or alleged as an admission of any wrongdoing or liability whatsoever or as an admission regarding any legal or factual assertion or position by PRH or any of its Releasees, or (b) be used or exploited as the basis to threaten in writing, initiate or otherwise assert, or be pled, argued, submitted into evidence or otherwise used in, any Claim against PRH or any of its Releasees.

9. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

- a. such Party has the full legal right, power, and authority to enter into this Agreement, to perform its obligations hereunder and, with respect to Boyd, to grant the release contained herein;
- b. the execution of this Agreement by the individual whose signature is set out at the end of this Agreement on behalf of such Party, and the delivery of this Agreement by such Party, have been duly authorized by all necessary action on the part of such Party; and

- c. this Agreement has been executed and delivered by such Party and constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10. Miscellaneous.

- a. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- b. ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE GOVERNED BY ILLINOIS LAW, AND WILL BE FINALLY SETTLED BY MANDATORY AND BINDING ARBITRATION IN ACCORDANCE WITH THE COMPREHENSIVE ARBITRATION RULES OF THE JUDICIAL ARBITRATION AND MEDIATION SERVICE, INC. ("JAMS") BY A SINGLE ARBITRATOR APPOINTED IN ACCORDANCE WITH SUCH RULES IN NEW YORK COUNTY, NEW YORK. THE ARBITRAL DECISION MAY BE ENFORCED IN ANY COURT. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN REGARD TO SUCH CLAIMS.
- c. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter of this Agreement.
- d. If any term, provision, covenant or restriction of this Agreement is held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.
- e. This Agreement may be signed in any number of counterparts (including by facsimile or PDF), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party shall have received a counterpart hereof signed by each other Party. Until and unless each Party has received a counterpart hereof signed by each other Party, this Agreement shall have no effect and no Party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized officers.

**ALBERT WHITMAN & COMPANY**

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

Name:

Title:

*John J. Quattrocchi*  
President

**PENGUIN RANDOM HOUSE LLC**

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

Name:

Title:

**JOSEPH W. BOYD**, individually and as Trustee of the  
**Joseph W. Boyd, Jr. Trust**, dated September 29, 1990

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

Name: Joseph W. Boyd

Title:

*Joseph W. Boyd*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized officers.

**ALBERT WHITMAN & COMPANY**

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

**PENGUIN RANDOM HOUSE LLC**

By: Barbara Marcus  
Barbara Marcus (May 18, 1933 14:41 EDT)  
Name: Barbara Marcus  
Title: President and Publisher Random House Children's Books

**JOSEPH W. BOYD, individually and as Trustee  
of the Joseph W. Boyd, Jr. Trust, dated  
September 29, 1990**

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



## SCHEDULE A

### Trademark Collateral

TRADEMARK	U.S. SERIAL/REGISTRATION NUMBER	REGISTRATION DATE
BOXCAR CHILDREN	1,571,862	12/19/1989
AW AND DESIGN	1,718,068	9/22/1992
READ, BABY, READ!	1,713,500	9/8/1992
FRAIRIE	1,705,848	8/4/1992
THE ADVENTURES OF BENNY AND WATCH	2,220,510	1/26/1999
THE BOXCAR CHILDREN	3,316,085	10/23/07

**SCHEDULE B**

Released Collateral

<b>TRADEMARK</b>	<b>U.S. SERIAL/REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
BOXCAR CHILDREN	1,571,862	12/19/1989
THE ADVENTURES OF BENNY AND WATCH	2,220,510	1/26/1999
THE BOXCAR CHILDREN	3,316,085	10/23/07

RELEASE AGREEMENT

This RELEASE AGREEMENT (this "Agreement") is dated and entered into as of May 30, 2023 (the "Effective Date") among Albert Whitman & Company, a Delaware corporation ("Debtor"), Penguin Random House LLC, a Delaware limited liability company ("PRH") and First Bank & Trust as Trustee of the Richard D. Gutrich Trust dated October 22, 1995 (the "Trustee"). PRH, Debtor and the Trustee may be referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Debtor and Richard D. Gutrich ("RDG") are party to that certain Trademark Security Agreement, dated as of February 13, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") entered into in connection with the 2008 Purchase Agreement;

WHEREAS, pursuant to the Security Agreement, Debtor granted to RDG a security interest in and pledged and assigned to RDG the following: Debtor's entire right, title and interest in and to all of its then owned or then existing and thereafter acquired or arising trademarks, copyrights, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including without limitation, the registered trademarks, copyrights, and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, copyrights and renewals thereof, and all income, royalties, damages and payments then or thereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Debtor's business connected with the use of and symbolized by the Trademarks (collectively with the Trademarks, the "Trademark Collateral");

WHEREAS, shortly after the execution of the Security Agreement, RDG died and his interests in the Trademark Collateral, the Security Agreement, the 2008 Purchase Agreement and any related agreements passed to the Trustee;

REDACTED

WHEREAS, in connection with the closing of the transaction under the Purchase Agreement, Debtor and PRH have requested that the Trustee release its security interest in the Trademark Collateral relating to The Boxcar Children series of books and sequels thereof, including but not limited to the trademarks listed on Schedule B attached hereto and made a part hereof (the "Released Collateral"); and

WHEREAS, the Parties desire to enter into this Agreement to (i) evidence the release of the Trustee's security interest in the Released Collateral, (ii) terminate the Security Agreement only with respect to the Released Collateral, and (iii) provide for certain releases of claims for the benefit of PRH (and covenants related thereto) as contained herein.

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

I Definitions

- a. **"2008 Purchase Agreement"** means that certain Stock Purchase Agreement, dated as of January 1, 2008, by and among RDG, John J. Quattrocchi, Patrick McPartland and Boyd, as amended, restated, supplemented or otherwise modified from time to time, **REDACTED**
- b. **"Affiliate"** means, with respect to any Person, any other Person who, as of the relevant time for which the determination of affiliation is being made, directly or indirectly controls, is controlled by, or is under common control with such Person. For purposes of this definition, **"control"**, when used with respect to any Person, means (i) the direct or indirect ownership or control (whether by contract or otherwise) of more than fifty percent (50%) of the equity securities entitled to vote for the election of directors, managers or similar governing body, or to direct the vote in such elections, or (ii) otherwise having the power (whether by contract or otherwise) to direct management policies, and the terms **"controlling"** and **"controlled"** have correlative meanings.
- c. **"Claims"** means any and all actions, causes of action, damages, judgments, claims, and demands, of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, at law or in equity.
- d. **"Person"** means an individual, corporation, partnership, limited liability company, association, joint venture, unincorporated entity, trust or any other entity or organization.
- e. **"Purchase Agreement"** means that certain Asset Purchase Agreement, dated as of May 30, 2023, by and between Debtor and PRH.
- f. **"Releasees"** means PRH, its Affiliates, and its and their respective employees, officers, directors, shareholders, managers, members, agents, attorneys, representatives, predecessors, successors, and permitted assigns.
- g. **"Releasers"** means the Trustee and its predecessors, successors, heirs, beneficiaries and permitted assigns.

II Release of Security Interest. The Trustee does hereby irrevocably cancel, release, relinquish, discharge and terminate its security interest in all of the Debtor's right, title and interest in, to and under the Released Collateral.

III Termination. The Security Agreement is hereby amended to provide that it no longer covers the Released Collateral and, notwithstanding anything to the contrary in the Security Agreement, the

Parties shall have no further rights or obligations thereunder solely with respect to the Released Collateral, in each case with effect as of the Effective Date.

4. Assignment. If and to the extent that the Trustee has acquired any right, title or interest in or to any of the Released Collateral, the Trustee does hereby irrevocably assign, transfer, deliver and convey all such right, title and interest to the Debtor.
5. Further Assurances. The Trustee does hereby authorize Debtor, PRH or their authorized representative, at PRH's sole cost and expense, to (a) record this Agreement with the U.S. Patent and Trademark Office, and/or (b) otherwise record or file this Agreement in the applicable governmental office or agency. The Trustee further agrees to execute and deliver to the Debtor or PRH any and all further documents and instruments and do any and all further acts which the Debtor or PRH (or their agents or designees) reasonably request (at Debtor's sole cost and expense) in order to confirm PRH's right, title and interest in, to and under the Released Collateral.

6.

**REDACTED**

7. Limitation of Release. Notwithstanding anything that may be construed as contrary in this Agreement, each of Debtor, the Company and PRH agree that (a) except as expressly provided herein, the Security Agreement remains in full force and effect, (b) the Trustee's interest in either the Trademark Collateral other than the Released Collateral or any other collateral granted to it in connection with the 2008 Purchase Agreement is not affected or released hereunder, (c) the Trustee is not releasing any rights under the 2008 Purchase Agreement against the 2018 Parties, which remains in full force and effect, and (d) each of the other agreements in place among the parties relating to the transactions under the 2008 Purchase Agreement remains in full force and effect.
8. No Admission of Liability. The Parties hereby acknowledge and agree that neither the execution of this Agreement nor any term or condition of this Agreement nor the performance of any acts hereunder or pursuant hereto **REDACTED** nor any statement or action by the Parties during the negotiation of this Agreement shall (a) constitute, be deemed to be or be construed or alleged as an admission of any wrongdoing or liability whatsoever or as an admission regarding any legal or factual assertion or position by PRH or any of its Releasees, or (b) be used or exploited as the basis to threaten in writing, initiate or otherwise assert, or be pled, argued, submitted into evidence or otherwise used in, any Claim against PRH or any of its Releasees.
9. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

- a. such Party has the full legal right, power, and authority to enter into this Agreement, to perform its obligations hereunder and, with respect to the Trustee, to grant the release contained herein;
- b. the execution of this Agreement by the individual whose signature is set out at the end of this Agreement on behalf of such Party, and the delivery of this Agreement by such Party, have been duly authorized by all necessary action on the part of such Party; and
- c. this Agreement has been executed and delivered by such Party and constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10. Miscellaneous.

- a. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- b. ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE GOVERNED BY ILLINOIS LAW, AND WILL BE FINALLY SETTLED BY MANDATORY AND BINDING ARBITRATION IN ACCORDANCE WITH THE COMPREHENSIVE ARBITRATION RULES OF THE JUDICIAL ARBITRATION AND MEDIATION SERVICE, INC. ("JAMS") BY A SINGLE ARBITRATOR APPOINTED IN ACCORDANCE WITH SUCH RULES IN NEW YORK COUNTY, NEW YORK. THE ARBITRAL DECISION MAY BE ENFORCED IN ANY COURT. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN REGARD TO SUCH CLAIMS.
- c. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter of this Agreement.
- d. If any term, provision, covenant or restriction of this Agreement is held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.
- e. This Agreement may be signed in any number of counterparts (including by facsimile or PDF), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party shall have received a counterpart hereof signed by each other Party. Until and unless each Party has received a counterpart hereof signed by each other Party, this

Agreement shall have no effect and no Party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

**[Signature Page Follows]**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized officers.

**ALBERT WHITMAN & COMPANY**

By: \_\_\_\_\_  
Name: *John I. Quattrocchi*  
Title: *President*

**PENGUIN RANDOM HOUSE LLC**

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

**FIRST BANK & TRUST AS TRUSTEE OF THE  
RICHARD D. GUTRICH TRUST DATED  
OCTOBER 22, 1995**

By: *Eugene G. Callahan*  
Name: Eugene G. Callahan  
Title: attorney



IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized officers.

**ALBERT WHITMAN & COMPANY**

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

**PENGUIN RANDOM HOUSE LLC**

By: Barbara Marcus  
Barbara Marcus (May 18, 2023 14:31 EDT)  
Name: Barbara Marcus  
Title: President and Publisher Random House Children's Books

**RICHARD D. GUTRICH TRUST, dated October 22, 1995**

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

SCHEDULE A

Trademark Collateral

TRADEMARK	U.S. SERIAL/REGISTRATION NUMBER	REGISTRATION DATE
BOXCAR CHILDREN	1,571,862	12/19/1989
AW AND DESIGN	1,718,068	9/22/1992
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**SCHEDULE B**

Released Collateral

<b>TRADEMARK</b>	<b>U.S. SERIAL/REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
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