

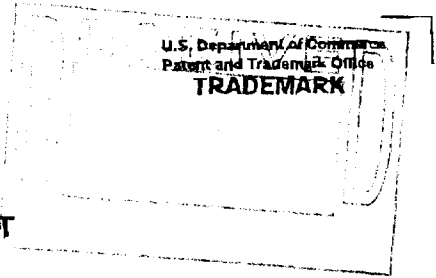
FORM PTO-1618A
Expires 02/30/99
OMB 0651-0027

04-07-2000



101307788

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



MRD
2-29-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
07-01-99
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Hilderbrand, Karen L. (Mitzo)

07-01-99

Formerly Mitzo, Karen L.

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization USA

Receiving Party

Mark if additional names of receiving parties attached

Name Twin Sisters Licensing Corporation

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1340 Home Avenue

Address (line 2) Suite D

Address (line 3) Akron

OH

State/Country

44310

Zip Code

- Individual
- Corporation
- Association
- Other _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization OH

04/06/2000 DNGUYEN 00000162 2013140

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002045 FRAME: 0233

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

615-329-1547

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

11

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	2013140	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	1771230	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

65.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Steven G. Gladstone

2/16/00

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
CMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
07-01-99

Name Thompson, Kim M. (Mitzo)

Formerly MITZO, Kim M.

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization USA

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3) City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

ASSIGNMENT OF
TRADEMARKS AND APPURTENANT GOODWILL

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, the undersigned Karen L. (Mitzo) Hilderbrand and Kim M. (Mitzo) Thompson, ("Assignor") hereby assigns to Twin Sisters Licensing Corporation, its assigns and designees, ("Assignee"), all right, title, and interest in and to the trademarks, together with all goodwill appurtenant thereto ("Trademarks") as follows:

1. Listen and Learn a Language (and design) – Federal Trademark Registration No. 2,013,140, registered November 5, 1996
2. Rhythm Rhyme and Read (and design) – Federal Trademark Registration No. 1,771,230, registered May 18, 1993

The within assignment shall include all trademark applications, registrations, licenses, agreements for use, causes of action and the proceeds thereof, pertaining to and derived from the Trademarks.

IN WITNESS WHEREOF, the parties have executed this Assignment this 1st day of July, 1999.

ASSIGNEE:

Twin Sisters Licensing Corporation

By: *[Signature]*

Its: *[Signature]*

ASSIGNOR:

Karen L. (Mitzo) Hilderbrand

[Signature]

Kim M. (Mitzo) Thompson

[Signature]

STATE OF OHIO)
) SS.
COUNTY OF SUMMIT)

Before me, a Notary Public of the State and County aforesaid, personally appeared the within named Karen L. (Mitzo) Hilderbrand and Kim M. (Mitzo) Thompson with whom I am personally acquainted or who exhibited to me satisfactory evidence of their identities and capacities above shown, and who acknowledged that they executed the foregoing Assignment of Trademarks and Appurtenant Goodwill for the purpose and in the capacities therein contained.

Witness my hand and official seal as official on this the 1st day of July, 19 99.

[Signature]
Notary Public

My Commission Expires: _____

[Faint circular notary seal and text]

**UNITED STATES PATENT AND TRADEMARK OFFICE
ASSIGNMENT DIVISION**

Assignor: **Karen L. Hilderbrand,**)
 f/k/a Karen L. Mitzo)
 and)
 Kim M. Thompson,)
 f/k/a Kim M. Mitzo)
)
Assignee: **Twin Sisters Licensing Corporation**)
 an Ohio corporation)
)
Mark: ***Listen and Learn a Language* (with design)**)
)
Registration No. **2,013,140**)
)
Registered: **November 5, 1996**)

)

County of Davidson)
) ss.
State of Tennessee)

AFFIDAVIT

Comes now the undersigned Affiant, Steven G. Gladstone, and being duly sworn upon his oath deposes and says:

I am a licensed attorney at law practicing in Nashville, Tennessee, and counsel for Assignors and Assignee named above. Assignors and Assignee have an identity of interest in this matter, to wit: the recordation of the Assignment of Trademarks and Appurtenant Goodwill to which this Affidavit and accompanying documents are attached.

I am personally acquainted with Karen L. Hilderbrand, f/k/a Karen L. Mitzo, and Kim M. Thompson, f/k/a Kim M. Mitzo (Mitzo being their maiden surname). At the time that the application for registration of the Mark above described was filed, Ms. Hilderbrand and Ms. Thompson were doing business together as Twin Sisters Productions, an Ohio partnership. On or about January 1, 1997, said partnership was dissolved, and by operation of law, the assets of said partnership, including the above-referenced Mark (and its appurtenant goodwill) and the Registration of said Mark were distributed to the former partners (Ms. Hilderbrand and Ms. Thompson).


Attached is a true and accurate copy of an original document, in my custody and possession, entitled, "Agreement For Quitclaim, Transfer And Assignment Of Intellectual Properties" dated July 1, 1999, in which document is recited the fact of existence and later dissolution and liquidation of

said partnership. The "Trademarks and Appurtenant Goodwill" described in paragraph 1.a.v. of said document is a reference to, *inter alia*, this Mark.

As a result of said distribution at the termination of the partnership's existence, Ms. Hilderbrand and Ms. Thompson became joint owners, each owning an undivided one-half interest, of the Mark, its goodwill and the Registration thereof. As such, these two individuals are the proper and only persons to now make the Assignment of Trademarks and Appurtenant Goodwill which is the subject matter of this request and to which this Affidavit and accompanying documents are attached.

Further Affiant sayeth not.

AFFIANT:



Steven G. Gladstone

County of Davidson)
) ss.
State of Tennessee)

Now on this 17th day of January, 2000, before me, a Notary Public of the State and County aforesaid, personally appeared the within named Steven G. Gladstone with whom I am personally acquainted or who exhibited to me satisfactory evidence of his identity and capacity as Affiant above shown, and who acknowledged that he executed the foregoing Affidavit for the purpose and in the capacity therein contained.

Witness my hand and official seal on this the 17th day of January, 2000.

My Commission Expires: 11/24/2001


Notary Public

AGREEMENT FOR QUITCLAIM, TRANSFER
AND
ASSIGNMENT OF INTELLECTUAL PROPERTIES

AGREEMENT (this "Agreement") made and effective this 1st day of July, 1999, by and between Karen L. (Mitzo) Hilderbrand and Kim M. (Mitzo) Thompson (herein collectively, "Assignor") and Twin Sisters Licensing Corporation ("Assignee").

WHEREAS, Kim M. (Mitzo) Thompson and Karen L. (Mitzo) Hilderbrand ("Owners") are and have been the owners, from inception, of certain intellectual properties (copyrights in musical compositions, copyrights in sound recordings, copyrights in literary text, and graphics and artwork related to phonorecords and books); further, Assignor comprised the partners in Twin Sisters Productions, an Ohio *de facto* general partnership ("Partnership"), which during its existence, claimed and owned certain similar intellectual properties, and upon the dissolution thereof, all of said properties were deemed distributed to Assignor as partners in liquidation; at the date of execution hereof, Assignor owns all right, title and interest in said properties formerly held and/or claimed by said partnership; (all of the above described properties herein called the "Properties"); and

WHEREAS, Assignor desires to quitclaim, convey, transfer, and assign to Assignee any and all of its right, title and interest in, and claims to, the Properties,

NOW, THEREFORE, the parties agree as follows:

1. GRANT OF RIGHTS.

- a. Assignor hereby irrevocably and absolutely forever assigns, transfers, conveys and quitclaims to Assignee, its successors and assigns, one hundred percent (100%) of any and all claims, right, title and interest in and to the Properties including, without limitation, the rights of administration thereof, as described in the attached Schedule A, and generally as follows:
 - i. Musical Compositions including the copyrights therein ("Compositions").
 - ii. Master Recordings, including the sound recording copyrights therein ("Master Recordings").
 - iii. Text Copyrights, together with the graphics and artwork used in connection therewith ("Book Artwork").
 - iv. Artwork used in connection with the packaging and advertising of phonorecords manufactured from said Master Recordings ("Album Artwork").
 - v. Trademarks and Appurtenant Goodwill ("Trademarks").
- b. Said quitclaim, transfer and assignment further includes one hundred percent (100%) of Assignor's interest in the original physical objects in which the Properties are embodied (i.e. master tapes, DAT, PMCD, CD-R, X-ABYTE, 1630, electronic files, computer discs, film, match-prints, etc.), any and all licenses and agreements, including the right to collect revenues therefrom on and after the effective date hereof, from use of the Properties, copyright registrations and certificates thereof, performing rights organization clearance or logging forms or acknowledgments, as well as any and all causes of action for infringement of the Properties, past, present and future. With respect to the Compositions, Assignor agrees to execute a short form Assignment of Copyright in the form of Exhibit A to this Agreement. With respect to the Sound Recording, Album Artwork, Text and applicable Book Artwork copyrights and copyright registrations therein and thereto, Assignor agrees to execute a short form Assignment of Copyright in the form of Exhibits B, C, and D, respectively, to this Agreement.

With respect to the Trademarks, Assignor agrees to execute a short form Assignment of Trademark and Appurtenant Goodwill in the form of Exhibit E to this Agreement.

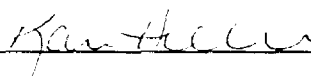
2. **DELIVERY AND INSTRUMENTS OF TRANSFER.** Promptly after the execution hereof, effective the date hereof, Assignor shall prepare and deliver to Assignee all licensés, agreements, official documentation and registrations, completed manuscripts, lead sheets, master recordings or DAT, PMCD, CD-R, X-ABYTE, or 1630 materials, and all album and text artwork, including all manufacturing parts, electronic files, computer disks, film, match-prints, and drawings, with respect to the Properties, however stored or maintained (including digitally), to the extent such materials are in the possession of Assignor, and shall execute any other documents and instruments with respect to the Properties as Assignee, in its judgment, may deem reasonably necessary or desirable to effectuate the intent and purposes of this Agreement or to evidence the rights granted to Assignee herein. Notwithstanding the foregoing, if Assignor fails or is unable to execute any such instrument of transfer or other document or instrument not inconsistent with the terms hereof within ten (10) days from the date hereof, Assignor hereby grants to Assignee the power of attorney to do so on Assignor's behalf, and such agreement, document or instrument thereupon shall be fully valid, effective and operative as if personally executed by Assignor. Said power of attorney shall be irrevocable and coupled with an interest. Assignor acknowledges that the documents in their custody are, to the best of their knowledge, all of such documents in Assignor's possession with respect to the Properties; if any additional documents are subsequently discovered, Assignor shall immediately deliver such original document to Assignee.
3. **DESCRIPTION OF PROPERTIES ON SCHEDULE A AND CAPACITY OF ASSIGNOR.** Properties listed on Schedule A attached hereto are described as "Mitzo" properties as to those which were created prior to the formation of the Partnership, and as "Partnership" as to those created during the term of the Partnership. The individuals comprising Assignor herein execute this Agreement in their individual capacities and as individual partner distributees of former Partnership property, as their interests may appear. For greater certainty, the individuals comprising Assignor intend to convey full marketable title of all Properties to Assignee hereunder, irrespective of whether a Property was held in their individual names or in the Partnership name at any time prior to the date hereof.
4. **ASSUMPTION OF OBLIGATIONS.** Assignee takes all Properties subject to the obligations of Assignor and stands in Assignor's stead with respect thereto, including, without limitation, the payment of royalties to authors and licensors. Assignee's execution of any and all assignments or other instrument of conveyance as herein provided or as otherwise provided by the parties shall be evidence of Assignee's agreement to assume all obligations of Assignor under or with respect to the Properties and to take the Properties subject to said obligations. Assignee hereby indemnifies and holds Assignor harmless for any loss or damage caused by Assignee's failure to fulfill said assumed obligations.
5. **WARRANTIES AND REPRESENTATIONS.** As additional consideration for the following warranties, and due to the close business relationship between the parties, Assignee has forgone any customary due diligence review of the materials and documents pertaining to the Properties. In recognition thereof, Assignor warrants and represents that:
 - a. Assignor has the full right, power and authority to make this Agreement, perform its terms and conditions, grant the rights herein granted to Assignee, and to vest in Assignee, all the rights as provided in this Agreement free and clear of all other claims, rights and obligations whatsoever.
 - b. The Compositions, Master Recordings, Texts and Artwork, as specifically indicated on Schedule A, have been registered with the U.S. Copyright Office, and Assignor has not acted or omitted to act in any manner that has caused any such copyright to fall into the public domain.
 - c. The Trademarks, as to those specifically indicated on Schedule A, have been registered with the U.S. Patent and Trademark Office, and Assignor has not acted or omitted to act in any manner to abandon any such Trademark(s).

6. **INDEMNIFICATION.** The parties shall and do hereby indemnify save and hold each other harmless from any loss or damage, including reasonable attorneys' fees, arising out of or in connection with any claim or action by a third party which is inconsistent with any of the warranties, representations and covenants or agreements made by the indemnitor in this Agreement which are reduced to a final, non-appealable judgment by a court of competent jurisdiction or which is settled with indemnitee's consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, however, in the event the indemnitee fails or refuses to approve any proffered settlement, the indemnitor shall still have the right to settle any such claim unless the indemnitee provides the indemnitor with a bond, with surety acceptable to the indemnitor, in the full amount of the original claim together with anticipated, reasonable attorneys' fees and costs, and further reimburses indemnitor for all claims to date and bears responsibility for and pays as and when due all further attorneys' fees and costs incurred through resolution of the matter.
7. **NOTICES.** All notices given hereunder by either party to the other (excluding accounting statements) shall be transmitted in writing, postage prepaid by United States registered or certified mail, return receipt requested. All notices and accountings shall be deemed given upon the date of deposit thereof in the United States Mail with the exception of notices of change of address which shall be deemed given only upon actual receipt by the intended recipient.
8. **REPRESENTATION BY COUNSEL.** Each party stipulates and acknowledges that each party has been represented by and has relied upon legal counsel of his own choosing in the negotiation of this Agreement and has had its contents fully explained by such counsel, or, that each party has been advised of its right to seek such advice and counsel and has knowingly waived such right. that each party has read this Agreement, and is fully aware of and understands all of its terms and the legal consequences thereof.
9. **MISCELLANEOUS.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio applicable to agreements made and to be wholly performed therein. The courts situated in Summit County, Ohio shall be the forum for resolution of any dispute or controversy. If any provision of this Agreement shall for any reason be held invalid or unenforceable, all other provisions shall continue in full force and effect. No modification, amendment, waiver, termination or discharge of this Agreement or any provisions thereof shall be binding unless confirmed by a written instrument signed by the party sought to be charged. Paragraph headings are included as a convenience only and shall not be deemed to govern, limit, modify or otherwise affect the scope, meaning or intent of the provisions hereof. Specific provisions in this Agreement shall control over the general. No waiver of any provision of or default under this Agreement shall affect either party's right thereafter to enforce such provision or to exercise any right or remedy in the event of any other similar or dissimilar default.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first indicated above.

ASSIGNEE:

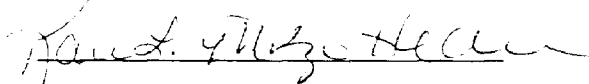
Twin Sisters Licensing Corporation

By: 

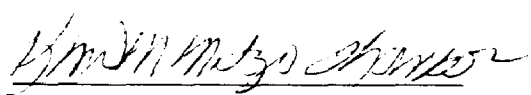
Its: 

ASSIGNOR:

Karen L. (Mitzo) Hilderbrand



Kim M. (Mitzo) Thompson



UNITED STATES PATENT AND TRADEMARK OFFICE
ASSIGNMENT DIVISION

Assignor: Karen L. Hilderbrand,)
f/k/a Karen L. Mitzo;)
Kim M. Thompson,)
f/k/a Kim M. Mitzo; and)
Twin Sisters Productions, Inc.)
an Ohio corporation)
Assignee: Twin Sisters Licensing Corporation)
an Ohio corporation)
Mark: *Rhythm, Rhyme and Read* (with design))
Registration No. 1,771,230)
Registered: May 18, 1993)

County of Davidson)
) ss.
State of Tennessee)

AFFIDAVIT

Comes now the undersigned Affiant, Steven G. Gladstone, and being duly sworn upon his oath deposes and says:

I am a licensed attorney at law practicing in Nashville, Tennessee, and counsel for Assignors and Assignee named above. Assignors and Assignee have an identity of interest in this matter, to wit: the recordation of the Assignment of Trademarks and Appurtenant Goodwill to which this Affidavit and accompanying document are attached.

I am personally acquainted with Karen L. Hilderbrand, f/k/a Karen L. Mitzo, and Kim M. Thompson, f/k/a Kim M. Mitzo (Mitzo being their maiden surname). At the time that the application for registration of the Mark above described was filed, Ms. Hilderbrand and Ms. Thompson were doing business together as Twin Sisters Productions, an Ohio partnership. On or about January 1, 1997, said partnership was dissolved, and by operation of law, the assets of said partnership, including the above-referenced Mark (including appurtenant goodwill) and the Registration of said Mark were distributed to the former partners (Ms. Hilderbrand and Ms. Thompson).

Attached is a true and accurate copy of an original document, in my custody and possession, entitled, "Agreement For Quitclaim, Transfer And Assignment Of Intellectual Properties" dated July 1, 1999, in which document is recited the fact of existence and later dissolution and liquidation of said partnership. The "Trademarks and Appurtenant Goodwill" described in paragraph 1.a.v. of said document is a reference to, *inter alia*, this Mark.


As a result of said distribution at the termination of the partnership's existence, Ms. Hilderbrand and Ms. Thompson became joint owners, each owning an undivided one-half interest in the Mark, its goodwill and the Registration thereof. As such, it is alleged and stated that these two individuals are the proper and only persons to now make the Assignment of Trademarks and Appurtenant Goodwill which is the subject matter of this recordation of transfer and to which this Affidavit and accompanying documents are attached.

Notwithstanding the above, the Mark was registered and a certificate of registration issued, Principal Register, to "Twin Sisters Productions (Ohio Corporation)." Upon information and belief, Affiant states that the characterization of the Applicant as an "Ohio Corporation" was gratuitous, and that the true identity of and type of entity comprising Applicant was Twin Sisters Productions, an Ohio general partnership consisting of Kim M. Mitzo (now Thompson) and Karen L. Mitzo (now Hilderbrand) as partners. When the application for federal trademark registration for this Mark was filed, the alleged first use of the Mark was April, 1992, some two months prior to incorporation of Twin Sisters Productions, Inc. (as stated below).

Upon information and belief, in the alternative, Affiant states that an Ohio corporation, Twin Sisters Productions, Inc., was formed by incorporation on June 10, 1992, and that Ms. Hilderbrand and Ms. Thompson were (and currently are) the officers of said corporation authorized to execute and to file documentation pertaining to said corporation's trademarks and registrations thereof. If the characterization of the claimant of the Mark as an Ohio corporation was not gratuitously and erroneously made, then Affiant, upon knowledge, information and belief states that the original application for registration of the Mark was completed in error by Claimant's scrivener in that the Claimant was designated as a corporate entity. For the avoidance of doubt and to the end that a clear chain of title in and to said Mark and its appurtenant goodwill ultimately rests in the name of Twin Sisters Licensing Corporation, the said Twin Sisters Productions, Inc. has acted as assignor solely due to the registration of the Mark in its name, and not to make claim of ownership, at any time, of the Mark. A true and accurate copy of the original Assignment of Trademarks and Appurtenant Goodwill document executed by Twin Sisters Productions, Inc. is attached, and which original Assignment is submitted for recordation under separate cover sheet.

Further Affiant sayeth not.

AFFIANT:

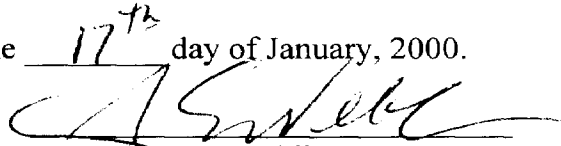

Steven G. Gladstone

County of Davidson)
) ss.
State of Tennessee)

Now on this 17th day of January, 2000, before me, a Notary Public of the State and County aforesaid, personally appeared the within named Steven G. Gladstone with whom I am personally acquainted or who exhibited to me satisfactory evidence of his identity and capacity as Affiant above shown, and who acknowledged that he executed the foregoing Affidavit for the purpose and in the capacity therein contained.

Witness my hand and official seal on this the 17th day of January, 2000.

My Commission Expires: 11/24/2001


Notary Public

