

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	02/04/2010

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mental Floss Entertainment, LLC		07/19/2011	LIMITED LIABILITY COMPANY: ALABAMA

RECEIVING PARTY DATA

Name:	Mental Floss, LLC
Street Address:	537 Oakline Drive
City:	Hoover
State/Country:	ALABAMA
Postal Code:	35226
Entity Type:	LIMITED LIABILITY COMPANY: ALABAMA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3092596	MENTAL FLOSS

CORRESPONDENCE DATA

Fax Number: (205)488-6369
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 205-521-8000
 Email: njohnson@bab.com
 Correspondent Name: Nathan W. Johnson
 Address Line 1: 1819 Fifth Avenue North
 Address Line 2: Bradley Arant Boult Cummings LLP
 Address Line 4: Birmingham, ALABAMA 35203

NAME OF SUBMITTER:	Nathan W. Johnson
Signature:	/Nathan W Johnson/

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TRADEMARK
 REEL: 004586 FRAME: 0912

OP \$40.00 3092596

Date:

07/20/2011

Total Attachments: 3

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**NUNC PRO TUNC ASSIGNMENT
OF U.S. TRADEMARKS AND
THE GOODWILL ASSOCIATED THEREWITH
(concerning *inter alia* U.S. Reg. No. 3,092,596)**

WHEREAS Mental Floss Entertainment, LLC (“Assignor”), adopted, used, and registered the trademark MENTAL FLOSS in connection with “Board games and equipment for playing board games, namely, playing boards, die, rules of play for board games, question and answer cards for playing board games, card boxes, player tokens, and game pieces sold as a unit,” which is now registered at the U.S. Patent and Trademark Office as Registration Number 3,092,596 (the “Trademark”):

WHEREAS, Mental Floss, LLC (“Assignee”), a limited liability company organized under the laws of Alabama, having an address at 537 Oakline Drive, Hoover, ALABAMA 35226, United States, being the sole member of the Assignor, has at all times during the Assignor’s existence operated as a related company with respect to Assignor and the business of Assignor, including without limitation that related to the Trademark and the goodwill in connection therewith;

WHEREAS, on February 4, 2010, Assignor and Assignee, desiring to fold the entire business (including all goodwill related to the Trademark) into Assignee, did legally dissolve the Assignor, whereby Assignee became by operation of law the direct owner of all assets previously owned by Assignor.

WHEREAS, Assignor in connection with winding up its business desires to memorialize and confirm the transfer and conveyance of ownership of the Trademark (including both as registered in the U.S. Patent and Trademark Office as well as all common law trademarks and rights therein), and any and all other common law trademarks that Assignor may have or may have had in connection with Assignor’s business, together in each case with all goodwill of the business in connection therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor, by hand of Will Pearson, the manager of its last and sole member (which is also the Assignee hereunder), does hereby execute this Nunc Pro Tunc Assignment of Trademarks and the Goodwill Associated Therewith (the "Assignment"), to the effect of the following terms

1. Assignment. **Effective as of February 4, 2010** (specifically to be considered effective as the last act of Assignor immediately prior to the dissolution of Assignor), Assignor assigned unto Assignee (and, to the extent, if any, that such assignment is ever alleged not to have been entirely effective, hereby assigns and agrees to assign), all right, title and interest in and to the Trademark (including both as registered in the U.S. Patent and Trademark Office as well as all common law trademarks and rights therein), and any and all other common law trademarks that Assignor may have or may have had in connection with Assignor's business, together in each case with all goodwill of the business in connection therewith.

2. Acknowledgement. Assignor represents and warrants that this nunc pro tunc Assignment is executed as an act of winding up the business of Assignor, within the power of the last member of the company to execute following dissolution pursuant to § 10A-5-7.03 of the Alabama Limited Liability Company Law and that Mr. Will Pearson, who is the signatory below, is the manager of Assignee, the last member of Assignor. Further, Assignor and Assignee acknowledge, agree, and confirm that (1) it was prior to and at the time of dissolution of Assignor the intent of the Assignor and Assignee to assign unto Assignee the Trademark and the other assets referred to in this document; and (2) that the Assignor did assign the Trademark and all such assets to the Assignee on February 4, 2010, and that this document memorializes the same; and (3) that by operation of law the Assignee has succeeded to the exclusive ownership of all right, title, and interest in and to all assets held by the Assignor at the time of dissolution, and therefore to the extent, if any, that this Assignment is ever alleged to be ineffective, the Assignee is and remains the exclusive owner of all right, title, and interest in and to the Trademark and any common law trademarks, including without limitation as described above.

3. The Commissioner of Patents and Trademarks is authorized to record this assignment in its registry and database accordingly.

ASSIGNOR
Mental Floss Entertainment, LLC

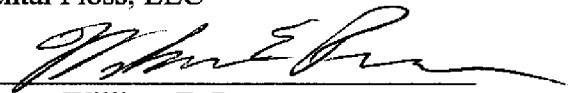
By: Mental Floss, LLC
Its: Authorized Member



Name: William E. Pearson
Title: Manager

Dated: 7/19/11

ASSIGNEE
Mental Floss, LLC



Name: William E. Pearson
Title: Manager

Dated: 7/19/11