

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bilingo Club, Inc.		10/20/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Rosetta Stone Ltd.		
Street Address:	135 West Market Street		
Internal Address:	Rosetta Stone Ltd.		
City:	Harrisonburg		
State/Country:	VIRGINIA		
Postal Code:	22801		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3757018	GOGO LINGO	
Registration Number:	3756839	PLAYFUL IMMERSION	
CORRESPONDENCE DATA			
Fax Number:	(540)432-0953		
Email:	trademarkpto@rosettastone.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Alisa Key		
Address Line 1:	135 West Market Street		
Address Line 2:	Rosetta Stone Ltd.		
Address Line 4:	Harrisonburg, VIRGINIA 22801		
NAME OF SUBMITTER:	Alisa Key VP, Associate General Counsel		
Signature:	/Alisa Key/		
Date:	02/03/2012		
Total Attachments: 2 source=Assignment 102011#page1.tif source=Assignment 102011#page2.tif			

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EXHIBIT C

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made as of October 20 2011, by Bilingo Club, Inc., a Delaware corporation ("Seller"), in favor of Rosetta Stone Ltd., a Virginia corporation ("Buyer").

WHEREAS, Seller owns the trademarks "GoGo Lingo (U.S. Trademark Registration Number 3757018)" and "Playful Immersion (U.S. Trademark Registration Number 3756839)" (collectively, the "Trademarks");

WHEREAS, pursuant to that certain Asset Purchase Agreement by and between Seller and Buyer dated as of October 20 2011, Seller has agreed to sell to Buyer and Buyer has agreed to buy from Seller the Trademarks;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Sale and Assignment of Intellectual Property Rights. The Seller does hereby convey, transfer, assign, grant, deliver, contribute and confirm to Buyer and its successors and assigns, forever, its entire right, title and interest in and to the Trademarks and all attendant goodwill.
2. Successors and Assigns. This Assignment shall bind and inure to the benefit of Seller and Buyer and their respective successors, assigns and heirs.
3. Governing Law. This Assignment shall be construed by and governed in accordance with the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

[Signature page follows.]

IN WITNESS WHEREOF, Seller has caused this Assignment to be executed as of the date first above written.

BILINGO CLUB, INC.

By: 
Afsoun Yazdian, Chief Executive Officer

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