

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
HarperCollins Publishers L.L.C.		02/29/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Figment LLC		
Street Address:	118 E. 64th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10065		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3865482	INKPOP MAKE YOUR MARK!	
CORRESPONDENCE DATA			
Fax Number:	(973)597-2400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	973-597-2500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Vanessa A. Ignacio, Esq.		
Address Line 1:	Lowenstein Sandler PC		
Address Line 2:	65 Livingston Avenue		
Address Line 4:	Roseland, NEW JERSEY 07068-1791		
ATTORNEY DOCKET NUMBER:	23254.4		
NAME OF SUBMITTER:	Vanessa A. Ignacio, Esq.		
Signature:	/Vanessa A. Ignacio/		

CH \$40.00 3865482

Date:

04/03/2012

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is dated February 29, 2012 (the "Effective Date") by HarperCollins Publishers, a Delaware limited liability company, having its principal place of business at 10 East 53rd Street, New York, NY 10022 (the "Assignor"), for the benefit of Figment LLC, a Delaware limited liability company, having its principal place of business at 118 E. 64th Street, New York, NY 10065 (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Asset Purchase Agreement (as defined below).

WHEREAS, the Assignor and the Assignee have entered into a certain Asset Purchase Agreement, dated as of the date hereof (the "APA"); and

WHEREAS, pursuant to the APA, the Assignor has agreed to transfer and assign to the Assignee all of the Assignor's right, title and interest in and to the Assignor's registered and unregistered trademarks and/or trade names existing as of the Closing Date that relate exclusively to the Inkpop Site, including, without limitation, those set forth on the attached Schedule A hereto, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, in consideration of the APA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill of the business associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing on or after the Effective Date with respect to the Marks, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives. Assignor agrees to give Assignee and/or any person designated by Assignee all reasonable assistance that may be required to perfect the rights granted herein.

2. The Assignor agrees not to use (and to terminate and discontinue all use of) the terms contained in the Marks and any terms similar thereto in any domain name, domain name registration, trademark, service mark, trade name, company name, legal name, fictitious business name, logo, and any other indicator of origin, with regard to itself and any business or entity at any time owned or controlled by Assignor, in connection with services substantially similar to those offered by Assignee under the Marks.

3. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of

trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

4. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, personal representatives, successors and assigns.

5. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective executors, heirs, personal representatives, successors and assigns any rights or remedies hereunder.

6. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of New York, without giving effect to any choice of Law or conflicts of Laws rules or provision (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of a jurisdiction other than the State of New York.

[Signature page follows.]

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

HARPERCOLLINS PUBLISHERS

By: Susan Katz
Name: *SUSAN KATZ*
Title: *President + Publisher
Children's*

SCHEDULE A

The Trademark "INKPOP Make Your Mark!" (Registration No. 3865482), and any and all other registered and unregistered trademarks and/or trade names existing as of the Closing Date that relate exclusively to the Inkpop Site, together with the goodwill of the business associated therewith.