

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362790

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bloomsbury Publishing Plc		11/06/2015	CORPORATION: ENGLAND
RECEIVING PARTY DATA			
Name:	Walker Books Limited		
Street Address:	87 Vauxhall Walk		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	SE11 5HJ		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4761351	WALKER BOOKS	
CORRESPONDENCE DATA			
Fax Number:	2138962450		
<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>			
Phone:	2138962586		
Email:	theresa.middlebrook@hkllaw.com		
Correspondent Name:	Theresa W. Middlebrook		
Address Line 1:	400 South Hope Street		
Address Line 2:	Suite 800		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	107781-00071		
DOMESTIC REPRESENTATIVE			
Name:	Theresa W. Middlebrook		
Address Line 1:	400 South Hope Street		
Address Line 2:	Suite 800		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	Theresa W. Middlebrook, Esq.		
SIGNATURE:	/twm/		

OP \$40.00 4761351

DATE SIGNED:	11/18/2015
Total Attachments: 3 source=Assignment - US Trademark 4,761,351 dated 6 November 2015#page1.tif source=Assignment - US Trademark 4,761,351 dated 6 November 2015#page2.tif source=Assignment - US Trademark 4,761,351 dated 6 November 2015#page3.tif	

ASSIGNMENT OF U.S. TRADEMARK

This ASSIGNMENT OF A U.S. TRADEMARK (this "Assignment"), is made as of the 6th day of November 2015, by Bloomsbury Publishing Plc, of 50 Bedford Square, London, WC1B 3DP, United Kingdom, a Public Limited company incorporated in England ("Assignor").

WHEREAS, Assignor is the owner of the trademark registration set forth on Schedule 1 hereto (the "Trademark");

WHEREAS, Assignor has agreed to transfer the Trademark to Walker Books Limited, of 87 Vauxhall Walk, London, SE11 5HJ, United Kingdom, a Private Limited Company incorporated in England ("Assignee");

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Trademark from Assignor pursuant to this Assignment.

WHEREAS, Assignee has agreed to pay Assignor the sum of £20,000 (exclusive of VAT, if applicable) by wire transfer immediately upon execution of this Assignment by the parties to:

Bank name: Lloyds TSB
Sort code 30-00-02
A/C Number: 00265832
BIC: LOYDGB2LCTY
IBAN: GB27LOYD30000200265832

NOW, THEREFORE, for consideration of £20,000:

1. Assignment. Assignor hereby assigns to Assignee the Trademark; and Assignee hereby accepts, all right, title and interest in and to the Trademark, together with the goodwill of the business connected with and symbolized by the Trademark and all rights and powers arising or accrued therefrom including, without limitation, the right to sue and recover damages and other remedies for future and past infringements of the Trademark and to fully and entirely stand in the place of Assignor in all matters related thereto.

2. Recordation and Further Actions. Assignor authorizes the Commissioner of Patents and Trademarks and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure and/or facilitate that the Trademark is properly assigned to Assignee, or any assignee or successor thereto, as may be reasonably necessary to effect the purpose of this Assignment and carry out its provisions.

3. Warranties

As far as the Assignor is aware, the registration and use of the Trademark does not infringe the intellectual property rights of any third party and the Assignor has not received any complaint, notice or allegation that the registration and use of the Trademark infringes the intellectual property rights of any third party, nor is the Assignor aware of any circumstances which might lead to any such complaint, notice or allegation.

The Assignor is the current registrant and user of the Trademark, has the right, power and authority to transfer the Trademark to the Assignee and has not sold, transferred, licensed, charged or otherwise encumbered the Trademark, or allowed the Trademark to be used by any third party.

The Assignor is the current registrant and user of the similar trademark Walker & Company New York in Class 16 (registration no. 3698244) ("Trademark 2") and has not sold, transferred, licensed, charged or otherwise encumbered Trademark 2, or allowed Trademark 2 to be used by any third party.


The Assignor shall not after the date of this Assignment use (and has not registered, either as a trade mark or a domain name) any names which are identical or similar to the Trademark and Trademark 2), nor cause or assist any third party to do so SAVE THAT the parties acknowledge and agree that at the date of this Assignment the Assignor is in possession of stock of publications bearing the Trademark, Trademark 2 and derivations thereof and, notwithstanding the foregoing restriction, the Assignor shall be permitted to continue to sell and/or dispose of such stock following the date of this Assignment for a period of eighteen (18) months and thereafter all such stock remaining shall be destroyed and the Assignor shall provide the Assignee with a certificate of destruction within thirty (30) days.


In respect of Trademark 2 Assignor agrees to let its registration lapse and shall not after the date of this Assignment either renew or file a Section 8 Declaration of Use, whichever shall come first. Assignor shall inform the Assignee in writing when its registration for Trademark 2 has lapsed.

IN WITNESS WHEREOF, Assignor and Assignee has caused this Assignment to be executed by its duly authorized representative.

ASSIGNOR:

ASSIGNEE:

By: 
Name: WENDY PALLOT
Title: GROUP FINANCE DIRECTOR

By: 
Name: KAREN LOTZ
Title: GROUP MANAGING DIRECTOR

SCHEDULE 1

Country	Mark	Registration No.	Class
USA	WALKER BOOKS	4,761,351	16