

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369917

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EDITIONS PLAYBAC		12/07/2015	CORPORATION: FRANCE
RECEIVING PARTY DATA			
Name:	WORKMAN PUBLISHING CO., INC.		
Street Address:	225 Varick Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2552238	BRAIN QUEST	
Registration Number:	2767342	BRAINQUEST.COM	
Registration Number:	1855706	BRAIN QUEST	
Registration Number:	1848255	BRAIN QUEST	
Registration Number:	1753232	BRAIN QUEST	
CORRESPONDENCE DATA			
Fax Number:	2129748474		
<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:	2129747474		
Email:	tm@cdas.com		
Correspondent Name:	Joshua B. Sessler		
Address Line 1:	Cowan, DeBaets, Abrahams & Sheppard LLP		
Address Line 2:	41 Madison Avenue, 34th Floor		
Address Line 4:	New York, NEW YORK 10010		
ATTORNEY DOCKET NUMBER:	43021.001		
NAME OF SUBMITTER:	Joshua B. Sessler		
SIGNATURE:	/Joshua B. Sessler/		
DATE SIGNED:	01/21/2016		

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Total Attachments: 2

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK ASSIGNMENT

WHEREAS, ÉDITIONS PLAYBAC with its principal place of business at 14 bis rue des Minimes 75003, Paris France (hereinafter, "Assignor"), owns a 50% interest in and to and has adopted and is using the trademarks listed below, registered in the United States Patent and Trademark Office; hereinafter, the "Marks"); and

WHEREAS, WORKMAN PUBLISHING CO., INC., with its principal place of business at 225 Varick Street, New York, New York 10001 (hereinafter, "Assignee"), is desirous of acquiring the Marks and all of Assignor's right, title and interest in the Marks, plus the goodwill of the business in connection with which the Marks is used;

NOW, THEREFORE, on this 4th day of January, 2016, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign and transfer unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Marks, if and as applicable (including, without limitation, any trademark applications and registrations and any and all intellectual property rights associated with the Marks), together with the goodwill of the business symbolized by the Marks, including but not limited to the use of the Marks, all benefit of any and all prior use of the Marks, and any and all claims and demands at law or in equity that Assignor now has or may hereafter acquire on account of any infringement of the Marks prior to the date hereof.

Assignor hereby represents, warrants, and covenants to Assignee as follows:

- (a) Assignor to hereby agrees to forever defend the transfer of the intellectual property rights transferred hereunder and title thereto, if and as applicable, unto Assignee, its successors and assigns, against every person whomsoever making any claim thereto, or to any part thereof.
- (b) The representations, warranties, covenants contained in this Agreement dated as of the date hereof between Assignor and Assignee are incorporated herein by this reference.
- (c) Assignor hereby constitutes and appoints Assignee, its successors, and assigns, the true and lawful attorney and attorneys of Assignor, with full power of substitution, for it and in its name and stead, or otherwise, by or on behalf of and for the benefit of Assignor, its successors and assigns, upon prior notice to Assignor, to do all acts and things, as Assignee, its successors, and assigns, shall deem reasonably necessary or desirable to effectuate the transactions contemplated hereby.
- (d) Assignor agrees, for itself and its successors and assigns, for no additional consideration, to do, execute and deliver, or cause to be done, executed and delivered, all such further acts, transfers, assignments, instruments, and conveyances, for the better assigning,

conveying and transferring unto Assignee, its successors and assigns, the intellectual property rights hereby assigned transferred, and conveyed as Assignee, its successors and assigns, shall reasonably request

ÉDITIONS PLAYBAC (Assignor):

Date: December 7th, 2015

By: *Pierrette SALETTE*
Its: *President*

Date: _____

WORKMAN PUBLISHING CO., INC.
(Assignee):

By: *[Signature]*
Its: *CEO*

Trademarks Subject to Assignment

Trademark	Country	Application/Registration No.
BRAIN QUEST	US	2552238
BRAIN QUEST	US	2767342
BRAIN QUEST	US	1855706
BRAIN QUEST	US	1848255
BRAIN QUEST	US	1753232