

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	06/11/2012		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Recorded Books, LLC		02/04/2013
			LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Triumph Learning, LLC		
Street Address:	136 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3281271	PLUGGED IN TO READING
CORRESPONDENCE DATA			
Fax Number:	2124898340		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-489-8230		
Email:	nytmpto@dwt.com		
Correspondent Name:	Deirdre Davis/Davis Wright Tremaine LLP		
Address Line 1:	1633 Broadway		
Address Line 2:	27th Floor		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	92762/1		
NAME OF SUBMITTER:	Deirdre Davis		

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Signature:	/Deirdre Davis/
Date:	02/13/2013
Total Attachments: 2 source=PLUGGED IN TO READING ASSIGNMENT#page1.tif source=PLUGGED IN TO READING ASSIGNMENT#page2.tif	

NUNC PRO TUNC ASSIGNMENT

WHEREAS, Recorded Books, LLC, a Delaware limited liability company with its principal place of business at 270 Skipjack Road, Prince Frederick, Maryland 20678 (“Assignor”), has adopted, is using, and is the owner of all right, title, and interest in and to the following trademark which is registered in the United States Patent & Trademark Office under the registration set forth below:

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
PLUGGED IN TO READING	3,281,271	August 7, 2007

(the “Registered Trademark”), together with the goodwill of the business symbolized by and associated therewith; and

WHEREAS, Triumph Learning, LLC, a Delaware limited liability company, with its principal place of business at 136 Madison Avenue, New York, New York 10016 (“Assignee”), is desirous of acquiring all of Assignor’s right, title and interest in and to the Registered Trademark, and the above-referenced registration;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby transfer and assign to Assignee, its successors and assignees, *nunc pro tunc*, effective as of June 11, 2012, all its right, title and interest in and to the Registered Trademark, and the registration associated therewith, together with the goodwill of the business symbolized by and associated therewith, and the right to sue for and recover damages for past infringements of the Registered Trademark and to stand in the place of Assignor in all matters related thereto.

Recorded Books LLC (Assignor)

By: *RFreese*
Name: Richard Freese
Title: President

Dated: ~~January~~ ^{FEBRUARY} 4, 2013

State of MARYLAND)
County of CALVERT)

On this 4th day of ~~January~~ ^{FEB}, 2013, before me personally appeared RICHARD FREESE, personally known to me and known to me to be the PRESIDENT of Recorded Books LLC, the assignor named above and acknowledged to me the execution of the foregoing Assignment on behalf of said Assignor and pursuant to authority duly received.

Witness my hand and official seal.

Patricia A. Burke

Notary Public

