

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334850

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARTL, LLC		03/11/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The Aristotle Corporation		
Street Address:	96 Cummings Point Road		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0852990	WHIRL-PAK	
CORRESPONDENCE DATA			
Fax Number:	4142259753		
<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:	414-225-9755		
Email:	docketing@boylefred.com		
Correspondent Name:	Boyle Fredrickson, S.C.		
Address Line 1:	840 North Plankinton Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53203		
ATTORNEY DOCKET NUMBER:	364.028		
NAME OF SUBMITTER:	Andrew S. McConnell		
SIGNATURE:	/Andrew S. McConnell/		
DATE SIGNED:	03/12/2015		
Total Attachments: 3			
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Assignment of Trademarks

This ASSIGNMENT OF TRADEMARKS is made effective *nunc pro tunc* as of June 30, 2010 by ARTL, LLC, a Delaware limited liability company with its principal place of business at 96 Cummings Point Road, Stamford, Connecticut 06902 ("Assignor"), to The Aristotle Corporation, a Delaware corporation with its principal place of business at 96 Cummings Point Road, Stamford, Connecticut 06902 ("Assignee").

RECITAL

WHEREAS, Assignor was the owner of the entire right, title and interest in and to the domestic and foreign trademarks and registrations thereof listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks") and the goodwill of the business symbolized thereby; and

WHEREAS, on or about June 30, 2010, Assignee acquired Assignor's entire right, title and interest in and to the Marks worldwide, and the goodwill of the business symbolized thereby along with the right to recover for damages and profits for any past, present, or future infringements thereof.

NOW, THEREFORE, effective as of June 30, 2010, Assignor, in consideration of \$10 and other good and valuable consideration received from Assignee, the receipt and sufficiency of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada, Australia, New Zealand and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of Connecticut without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Trademarks as of the date first above written.

ARTL, LLC

By: H. William Smith

Name: H. William Smith

Title: Vice President + Secretary

Date: 3/11/2015

State of Connecticut)

County of Fairfield)

ss.: Stamford

On this 11th day of March, 2015, before me, personally appeared H. William Smith of ARTL, LLC, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Jo Anne T. Ritter
Notary Public

JO ANNE T. RITTER
NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 30, 2017

Accepted by:

THE ARISTOTLE CORPORATION

By: [Signature]

Name: STEVEN B. LAPIN

Title: PRESIDENT

Date: 3/11/15

State of Connecticut)

County of Fairfield)

ss.: Stamford

On this 11th day of March, 2015, before me, personally appeared Steven B. Lapin of THE ARISTOTLE CORPORATION, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Jo Anne T. Ritter
Notary Public

JO ANNE T. RITTER
NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 30, 2017

SCHEDULE A

TRADEMARKS

COUNTRY	TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
U.S.A.	Whirl-Pak	852,990	07/23/68
Australia	Whirl-Pak	A248,142	05/06/78
Canada	Whirl-Pak	TMA160,680	01/24/69
New Zealand	Whirl-Pak	96,644	04/14/71