

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397138

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|-----------------------------------|--|--|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| HMH Consumer Company | | 12/20/2012 | Company: IRELAND |
| RECEIVING PARTY DATA | | | |
| Name: | HMH IP Company | | |
| Street Address: | Trinity Central, 152-160 Pearse Street | | |
| City: | Dublin | | |
| State/Country: | IRELAND | | |
| Postal Code: | 2 | | |
| Entity Type: | Company: IRELAND | | |
| PROPERTY NUMBERS Total: 26 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2304825 | AN OCEAN ADVENTURE | |
| Registration Number: | 2618094 | BRODERBUND | |
| Registration Number: | 2007255 | CARMEN SANDIEGO JUNIOR DETECTIVE EDITION | |
| Registration Number: | 2304536 | CARMEN SANDIEGO WORD DETECTIVE | |
| Registration Number: | 2176867 | | |
| Registration Number: | 2140133 | DOWNLOAD ZONE | |
| Registration Number: | 2039432 | FAMILY LAWYER | |
| Registration Number: | 2070388 | MAVIS BEACON | |
| Registration Number: | 1503670 | MAVIS BEACON TEACHES TYPING! | |
| Registration Number: | 3900806 | PRINTMASTER | |
| Registration Number: | 2998655 | READER RABBIT | |
| Registration Number: | 1430966 | READER RABBIT | |
| Registration Number: | 2194347 | READER RABBIT'S KINDERGARTEN | |
| Registration Number: | 2191555 | READER RABBIT'S PRESCHOOL | |
| Registration Number: | 2191554 | READER RABBIT'S TODDLER | |
| Registration Number: | 2794386 | STARFLYERS | |
| Registration Number: | 2286308 | THE CLUEFINDERS | |
| Registration Number: | 2273150 | THE COMPLETE REFERENCE COLLECTION | |
| Registration Number: | 1771617 | THE OREGON TRAIL | |

OP \$665.00 2304825

| Property Type | Number | Word Mark |
|----------------------|---------|---|
| Registration Number: | 1395538 | THE PRINT SHOP |
| Registration Number: | 2414416 | THE PRINT SHOP ESSENTIALS |
| Registration Number: | 2200440 | TLC |
| Registration Number: | 2364846 | TLC THE LEARNING COMPANY |
| Registration Number: | 1483655 | WHERE IN THE U.S.A. IS CARMEN SANDIEGO? |
| Registration Number: | 2223676 | WHERE IN THE WORLD IS CARMEN SANDIEGO? |
| Registration Number: | 1383516 | WHERE IN THE WORLD IS CARMEN SANDIEGO? |

CORRESPONDENCE DATA

Fax Number: 2122265085

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.

Email: trademarks@powleygibson.com, madonovan@powleygibson.com, smmorales@powleygibson.com, rjharvey@powleygibson.com

Correspondent Name: Mary A. Donovan, Powley & Gibson, p.c.

Address Line 1: 304 Hudson Street, Suite 202

Address Line 4: New York, NEW YORK 10013

| | |
|---------------------------|--|
| NAME OF SUBMITTER: | Suzanna M. M. Morales, Powley & Gibson |
| SIGNATURE: | /suzanna m m morales/ |
| DATE SIGNED: | 09/01/2016 |

Total Attachments: 14
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Business Transfer Agreement (Consumer Business)

20 December 2012

HMH Consumer Company

and

HMH IP Company

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This Agreement is made on 20 December 2012

Between:

- (1) **HMH Consumer Company**, a company incorporated in Ireland (registered number: 441202) and having its registered office at Trinity Central, 152-160 Pearse Street, Dublin 2 (the "Seller") and
- (2) **HMH IP Company**, a company incorporated in Ireland (registered number 449588) and having its registered office at Trinity Central, 152-160 Pearse Street, Dublin 2 (the "Purchaser").

Whereas:

- (A) The Seller and Purchaser are associated companies.
- (B) By way of a business transfer agreements effective as of 6 February 2008, the Seller acquired certain assets and liabilities of HMH Education Company Limited which included certain of the Assets (as hereinafter defined), and certain of the Liabilities (as hereinafter defined) (the "Education Asset Transfer").
- (C) The Seller has been engaged in the business of manufacturing, distributing directly or indirectly, marketing, promoting, reselling the Products (as defined below) or any other products as may be sold through real distribution partners and resellers in relation to training, education, educating and instruction in all aspects of computer learning and software and all related activities (this, together with any and all business, undertakings and/or activities carried on by the Seller at any time, (the "Business").
- (D) The group of corporate entities of which the Company is a member now wishes to conduct a reorganisation, in connection with which, certain intellectual property of the Group be transferred to the Purchaser (the "Reorganisation").
- (E) The Seller wishes to transfer to the Purchaser, and the Purchaser desires to acquire, the Assets (as hereinafter defined) and Liabilities (as hereinafter defined) associated with the Business in order to facilitate the Reorganisation with a view to carrying on the Business connected with the Assets as a going concern, for the consideration and upon the terms and subject to the conditions appearing below.

Now it is hereby agreed as follows:

1 Interpretation

1.1 Definitions

In this Agreement and in the Schedules unless the context otherwise requires and unless otherwise specified:

- | | |
|---------------------|--|
| "Assets" | means all of the assets, property and rights of the Seller as at the date hereof, including in relation to the Business as more particularly detailed in Clause 2.1; |
| "Book Debts" | means all book or other debts accrued or accruing to the Seller in respect of the Business at Completion; |
| "Completion" | means the completion of the matters in relation to the acquisition of the Assets and Liabilities hereunder pursuant to Clause 5.1; |

| | |
|-------------------------|---|
| "Completion Date" | means the date of this Agreement; |
| "Consideration" | means the total purchase consideration specified in Clause 3 as being payable for the Assets by the Purchaser; |
| "Contracts" | means all the current and undischarged contracts and engagements of the Seller and/or in which the Seller has an interest including, without limitation, any contracts and/or interests in contracts of the Seller received pursuant to the Education Asset Transfer, including under the Research and Development Agreement and/or the IP Licence Agreement; |
| "Encumbrance" | means: <ul style="list-style-type: none">(a) any adverse claim or right or third party right or other right or interest;(b) any equity;(c) any option or right of pre-emption or right to acquire or right to restrict;(d) any mortgage, charge, assignment, hypothecation, pledge, lien, encumbrance or security interest or arrangement of whatsoever nature;(e) any reservation of title; or(f) any hire purchase, lease or instalment purchase agreement. |
| "Intellectual Property" | means any and all patents, registered trademarks, service marks, registered designs, applications for any of the foregoing, trade and business names, unregistered trademarks, trade dress, logos, know-how, trade secrets, copyrights, copyright registrations, database rights, rights in designs, inventions, rights under licences and consents in relation to any such rights, and rights of the same or similar effect or nature, together with all goodwill attaching or relating thereto, in any part of the world (whether or not capable of protection by registration) which are used in connection with the Business and/or the Assets at Completion; |
| "IP Licence Agreement" | means a licence agreement in respect of certain intellectual property entered into between Riverdeep Interactive Learning with an effective date of 1 July 2001 and an amendment thereto entered into by the same parties with an effective date of 1 October 2007; |
| "Liabilities" | means all of the liabilities, debts, guarantees, commitments and obligations of the Seller relating to the Business outstanding at Completion (whether actual or contingent); |
| "Loan Stock" | |
| "Loan Stock" | |

| | |
|--------------------------------------|---|
| "Instrument" | unsecured loan stock were constituted; |
| "Perfection Date" | means such date as is determined by the Purchaser and notified to the Seller; |
| "Pre-Payments" | means all amounts paid by the Seller prior to Completion in relation to the Business or any of the Assets but in respect of the period after Completion or goods or services to be supplied to the Seller after Completion; |
| "Products" | means the software products and associated customer support services as set out in Schedule 1; |
| "Registered Intellectual Property" | means all registrations for, and applications to register, Intellectual Property throughout the world that are held by the Seller, or which the Seller is entitled to hold, and which relate to the Business; |
| "Research and Development Agreement" | means the research and development agreement entered into between Riverdeep Interactive Learning Limited and Riverdeep, Inc. with an effective date of 1 July 2001; |
| "VAT" | means value added tax; and |
| "VATCA" | means the Value Added Tax Consolidation Act 2010 as amended. |

1.2 Schedules and Interpretation

- (a) The contents of the Schedule form an integral part of this Agreement and shall have as full effect as if they were incorporated in the body of this Agreement.
- (b) In this Agreement, unless the contrary intention appears, a reference to:
 - (i) a person includes any individual, company, corporation, unincorporated association or body (including a partnership, trust joint venture or consortium), government, state, agency, organisation or other entity whether or not having separate legal personality;
 - (ii) a provision of law is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation;
 - (iii) a Clause, a Subclause or a Schedule is a reference to a clause or subclause of, or a schedule to, this Agreement;
 - (iv) a Party or any other person includes its successors in title, permitted assigns and permitted transferees;
 - (v) a document is a reference to that document as amended; and
 - (vi) words in the singular include the plural and words in the plural include the singular,
- (c) The headings in this Agreement do not affect its interpretation.

2 Transfer of Assets and Liabilities

2.1 Subject to the terms and conditions of this Agreement, the Seller hereby transfers, assigns absolutely and conveys to the Purchaser the Assets as a going concern and all of the Seller's rights, title and interest both legal and beneficial therein free from all Encumbrances whatsoever with effect from Completion:

- (a) the Intellectual Property;
- (b) all rights of action, powers and benefits associated with the Intellectual Property, including the right to sue for and obtain damages and other relief in respect of any infringement (whether past, present or future) of the Intellectual Property;
- (c) the Contracts;
- (d) the Pre-Payments;
- (e) the creditors and the Book Debts together with all cheques, bills, notices and securities receivable for the Creditors and the Book Debts;
- (f) any amounts recoverable by the Seller in respect of taxation paid or payable by the Seller in connection with matters or events occurring on or before Completion;
- (g) the benefit of any insurance claims and VAT claims arising prior to or at Completion in relation to the Business;
- (h) all licences held by the Seller in connection with the Business; and
- (i) without in any way limiting the generality of the foregoing, all other assets, interests and/or rights (if any) of whatever nature owned, employed, engaged or exercised by the Seller or to which the Seller is entitled at Completion.

2.2 The Purchaser agrees to assume and be responsible for the Liabilities and to keep the Seller fully and effectively indemnified against all the Liabilities.

3 Consideration

4 VAT on Consideration

- (a)
- (b)
- (c)

(d)

(e)

5 Completion

- 5.1 The effective date of transfer of the Seller's right, title and interest in the Assets shall be the Completion Date.
- 5.2 Completion shall take place no later than close of business on the Completion Date.
- 5.3 At Completion the Seller shall deliver to the Purchaser and/or its nominee:
- (a) all the Assets hereby agreed to be sold which are capable of passing by delivery;
 - (b) all other documentation as is required to be executed by the Seller in order to formally transfer or assign title to the Assets to the Purchaser or its nominee together with any certificates of registration or other proof of title thereto;
 - (c) all deeds and documents of title in relation to the Assets; and
 - (d) evidence, in a form satisfactory to the Purchaser, of the release of the Assets from any Encumbrances to which they are subject.

6 Perfection of the Transfer of Certain Assets

- 6.1 On or before the Perfection Date, the Seller shall deliver to, or procure the delivery to, the Purchaser and/or its nominees duly executed confirmatory assignments in favour of the Purchaser and/or its nominee in respect of all Registered Intellectual Property.
- 6.2 On the Perfection Date, the Seller shall also:
- (a) issue such directions or notifications as may need to be given to any trustees, custodians or other managers or intermediaries of the Assets to effect the transfer of the Assets and all of the Seller's rights and interests therein to the Purchaser;
 - (b) issue and procure all such other consents, approvals, clearances or licences of governmental, regulatory or other agencies or persons in connection with the sale and transfer of the Assets and all of the Seller's rights and interests therein as are necessary.

7 Contracts

- 7.1 The Purchaser will, with effect from the Completion Date, become entitled to the benefits of the Seller under the Contracts and shall assume, carry out, perform and complete all the

obligations and liabilities created by or arising under the Contracts (except for any obligations or liabilities attributable to a breach on the part of the Seller) and shall indemnify the Seller and keep it fully indemnified against all liabilities, losses, actions, proceedings, costs, claims, demands and expenses brought or made against or incurred by the Seller in respect of the non performance or defective or negligent performance by the Purchaser of such obligations and liabilities.

7.2

8 Intellectual Property

- 8.1 The Purchaser will, with effect from the Completion Date become fully entitled to the benefit of the Intellectual Property assigned hereunder.
- 8.2 In pursuance of its obligation under Clause 6.1, the Seller undertakes by the Perfection Date to execute and deliver, or to procure the execution and delivery of, assignments of Registered Intellectual Property to the Purchaser and/or its nominee in such form as may be specified by the Purchaser. Prior to the Perfection Date or the date of recordal of the aforesaid assignments (whichever is the later), the Seller shall take all such actions and execute all such documents as the Purchaser may direct in connection with the ongoing maintenance, management, protection, enforcement and exploitation of the Registered Intellectual Property.
- 8.3 The Seller hereby undertakes that at any time on or after Completion it shall, upon demand by the Purchaser, transfer to the Purchaser and/or its nominees all its right, title and interest in Intellectual Property relating to the Business acquired by or vesting in the Seller after the date hereof, whether under the Research and Development Agreement or otherwise.

9 Post Completion

- 9.1 The Purchaser shall complete the registration and recordal of whatever documents need to be executed by it pursuant to clauses 6 and 8. Prior to such registration or recordal being completed, the Seller shall co-operate in any manner reasonably required by the Purchaser to enable the Purchaser to deal with the Assets and the Seller shall generally act in all respects as the nominee of and in accordance with the directions of the Purchaser.

9.2 To the extent that any payment is made to the Seller in respect of the Business or any of the Assets on or after Completion Date the Seller shall receive any such payment as trustee for the Purchaser, shall record such payment separately in its books and shall account to the Purchaser for same within 14 (fourteen) days of receipt.

10 Warranties, Representations and Further Assurances

10.1 The Seller hereby warrants, represents and covenants to the Purchaser that it has the full right, power and authority to sell, assign, transfer or deliver the legal and beneficial ownership of the Assets and all of the Seller's rights and interests therein to the Purchaser in accordance with this Agreement, free and clear of all liens, charges, claims, equities, restrictions and Encumbrances.

10.2 The Seller further covenants and agrees that it will from time to time, at its own cost and upon the request of the Purchaser, execute and deliver any and all documents and do any and all acts that may be necessary to enable the Purchaser to register or otherwise perfect the transfer of the legal and beneficial ownership of the Assets and all of the Seller's rights and interests therein to the Purchaser and that it will co-operate with the Purchaser in every reasonable way in order to carry out the intent of this Agreement.

10.3 The Purchaser hereby warrants, represents and covenants to the Seller that it has the full right, power, and authority to purchase and acquire the legal and beneficial ownership of the Assets of all the Seller's rights and interests therein on the terms and conditions set out in this Agreement.

11 General

11.1 This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when executed and delivered shall constitute an original, and all such counterparts together constituting but one and the same instrument. An executed counterpart hereunder shall either be delivered by one party to the other party or delivered to such person that the other party shall have nominated for the purposes of accepting delivery.

11.2 The provisions of this Agreement which shall not have been performed on the Completion Date shall remain in full force and effect notwithstanding Completion.

11.3 This Agreement shall be binding upon and enure to the benefit of the respective parties hereto and their respective personal representatives, successors and permitted assigns.

11.4 This Agreement constitutes the entire Agreement of the parties and the subject matter hereof and may not be amended or modified except by an agreement in writing signed by both parties.

11.5 All agreements and covenants contained herein are severable and in the event of any of them being held to be invalid by a competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

11.6 This Agreement shall be governed by and construed in accordance with the laws of Ireland.

Execution Version

In Witness whereof this agreement has been duly executed and delivered as a deed on the date shown at the beginning of this agreement.

Given under the common seal of
HMH Consumer Company
in the presence of:

(Company seal)

Bonor M^cGuinness
Director

Niall O'Keefe
Director / Secretary

Given under the common seal of
HMH IP Company
in the presence of:

(Company seal)

Bonor M^cGuinness
Director

Niall O'Keefe
Director / Secretary

Execution Version

Consumer Trademarks

| Trademark | Owner | Country | Class | Filing Number | Filing Date | Reg. No. | Reg Date | PTO Status |
|--|----------------------|---------------|-------|---------------|-------------|----------|------------|------------|
| ADVENTURE WORKSHOP | HMH Consumer Company | United States | 9 | 76543144 | 26/08/2003 | 2871322 | 10/08/2004 | REGISTERED |
| AN OCEAN ADVENTURE | HMH Consumer Company | United States | 9 | 75476726 | 29/04/1998 | 2304825 | 28/12/1999 | REGISTERED |
| BRODERBUND | HMH Consumer Company | United States | 9 | 76340670 | 23/11/2001 | 2618094 | 10/09/2002 | REGISTERED |
| CARMEN SANDIEGO JUNIOR DETECTIVE EDITION | HMH Consumer Company | United States | 28 | 74682960 | 01/06/1995 | 2007255 | 08/10/1996 | REGISTERED |
| CARMEN SANDIEGO WORD DETECTIVE | HMH Consumer Company | United States | 9 | 75286477 | 05/05/1997 | 2304536 | 28/12/1999 | REGISTERED |
| CLICKART | HMH Consumer Company | United States | 9 | 73479993 | 10/05/1984 | 1316792 | 29/01/1985 | REGISTERED |
| Design [CLICKART logo] | HMH Consumer Company | United States | 9 | 75326410 | 15/07/1997 | 2176867 | 28/07/1998 | REGISTERED |
| DOWNLOAD ZONE | HMH Consumer Company | United States | 42 | 75130073 | 05/07/1996 | 2140133 | 03/03/1998 | REGISTERED |
| FAMILY LAWYER | HMH Consumer Company | United States | 9 | 74673628 | 15/05/1995 | 2039432 | 18/02/1997 | REGISTERED |
| FOOLPROOF | HMH Consumer Company | United States | 9, 16 | 74482636 | 25/01/1994 | 1926732 | 10/10/1995 | REGISTERED |
| MAVIS BEACON | HMH Consumer Company | United States | 9 | 74666624 | 27/04/1995 | 2070388 | 10/06/1997 | REGISTERED |
| MAVIS BEACON TEACHES TYPING! | HMH Consumer Company | United States | 9 | 73678385 | 19/08/1987 | 1503670 | 13/09/1988 | REGISTERED |
| PRINTMASTER | HMH Consumer Company | United States | 9 | 85093906 | 27/07/2010 | 3900806 | 04/01/2011 | REGISTERED |

Execution Version

| Trademark | Owner | Country | Class | Filing Number | Filing Date | Reg. No. | Reg Date | PTO Status |
|-----------------------------------|-------------------------|---------------|-------|---------------|-------------|----------|------------|------------|
| READER RABBIT | Consumer Company HMH | United States | 16 | 76488490 | 10/02/2003 | 2998655 | 20/09/2005 | REGISTERED |
| READER RABBIT | Consumer Company HMH | United States | 9 | 73610683 | 21/07/1986 | 1430966 | 03/03/1987 | REGISTERED |
| READER RABBIT'S KINDERGARTEN | Consumer Company HMH | United States | 9 | 75290307 | 12/05/1997 | 2194347 | 06/10/1998 | REGISTERED |
| READER RABBIT'S PRESCHOOL | Consumer Company HMH | United States | 9 | 75290308 | 12/05/1997 | 2191555 | 22/09/1998 | REGISTERED |
| READER RABBIT'S TODDLER | Consumer Company HMH | United States | 9 | 75290305 | 12/05/1997 | 2191554 | 22/09/1998 | REGISTERED |
| SMARTSTUFF | Consumer Company HMH | United States | 9 | 74482637 | 25/01/1994 | 1939206 | 05/12/1995 | REGISTERED |
| STARFLYERS | Consumer Company HMH | United States | 9 | 76347324 | 10/12/2001 | 2919346 | 18/01/2005 | REGISTERED |
| STARFLYERS & design | Consumer Company HMH | United States | 9 | 76487249 | 04/02/2003 | 2794386 | 16/12/2003 | REGISTERED |
| STORYBOOK WEAVER | Consumer Company HMH | United States | 9 | 74260357 | 30/03/1992 | 1769401 | 04/05/1993 | REGISTERED |
| THE AMAZON TRAIL | Consumer Company HMH | United States | 28 | 74381595 | 20/04/1993 | 1850384 | 16/08/1994 | REGISTERED |
| THE CLUEFINDERS | Consumer Company HMH | United States | 9 | 75367142 | 01/10/1997 | 2286308 | 12/10/1999 | REGISTERED |
| THE COMPLETE REFERENCE COLLECTION | Consumer Company HMH | United States | 9 | 75373321 | 15/10/1997 | 2273150 | 24/08/1999 | REGISTERED |
| THE LEARNING | Consumer Company HMH | United States | 9, 16 | 73460469 | 11/01/1984 | 1347323 | 09/07/1985 | REGISTERED |

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Execution Version

| Trademark | Owner | Country | Class | Filing Number | Filing Date | Reg. No. | Reg Date | PTO Status |
|---|-------------------------|---------------|-------|---------------|-------------|-----------|------------|------------|
| COMPANY | Consumer Company HMH | States | | | | | | |
| THE OREGON TRAIL | Consumer Company HMH | United States | 28 | 74310889 | 02/09/1992 | 1771617 | 18/05/1993 | REGISTERED |
| THE PRINT SHOP | Consumer Company HMH | United States | 9 | 73536250 | 06/05/1985 | 1395538 | 03/06/1986 | REGISTERED |
| THE PRINT SHOP ESSENTIALS | Consumer Company HMH | United States | 9 | 75480194 | 06/05/1998 | 2414416 | 19/12/2000 | REGISTERED |
| TLC & design | Consumer Company HMH | United States | 9 | 75243721 | 18/02/1997 | 2200440 | 27/10/1998 | REGISTERED |
| TLC THE LEARNING COMPANY & design | Consumer Company HMH | United States | 9 | 75243723 | 18/02/1997 | 2364846 | 04/07/2000 | REGISTERED |
| WHERE IN THE U.S.A. IS CARMEN SANDIEGO? | Consumer Company HMH | United States | 28 | 73673482 | 20/07/1987 | 1483655 | 05/04/1988 | REGISTERED |
| WHERE IN THE WORLD IS CARMEN SANDIEGO? | Consumer Company HMH | United States | 9 | 75291775 | 14/05/1997 | 2223676 | 16/02/1999 | REGISTERED |
| WHERE IN THE WORLD IS CARMEN SANDIEGO? | Consumer Company HMH | United States | 9 | 73551947 | 05/08/1985 | 1383516 | 18/02/1986 | REGISTERED |
| READER RABBIT | Consumer Company HMH | Australia | 9 | 483117 | 10/03/1988 | A483117 | 10/03/1988 | REGISTERED |
| THE LEARNING COMPANY & design | Consumer Company HMH | Australia | 9 | 42005 | 20/12/1984 | B420052 | 09/08/1989 | REGISTERED |
| TLC | Consumer Company HMH | Australia | 9, 28 | 725334 | 08/01/1997 | 725334 | 08/01/1997 | REGISTERED |
| THE LEARNING COMPANY | Consumer Company HMH | Canada | 9 | 708987 | 14/07/1992 | TMA492467 | 06/04/1998 | REGISTERED |
| BRODERBUND | Consumer Company HMH | China P.R. | 9 | 6625935 | 28/03/2008 | 6625935 | 14/05/2010 | REGISTERED |

JFO/ 651745/12138894v4

Execution Version

| | | | | | | | |
|-----------|------------------|---------|---------------|-------------|----------|----------|------------|
| Trademark | Owner | Country | Filing Number | Filing Date | Reg. No. | Reg Date | PTO Status |
| SOFTWARE | Consumer Company | | | | | | |