

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422541

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atypon Systems, Inc.		10/01/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	John Wiley & Sons, Inc.		
Street Address:	111 River Street		
City:	Hoboken		
State/Country:	NEW JERSEY		
Postal Code:	07030		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3933445	ATYPON	
CORRESPONDENCE DATA			
Fax Number:	2017485711		
<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:	2017485711		
Email:	trademarks@wiley.com		
Correspondent Name:	Jessica Rosenthal		
Address Line 1:	111 River Street		
Address Line 4:	Hoboken, NEW JERSEY 07030		
ATTORNEY DOCKET NUMBER:	US/398		
NAME OF SUBMITTER:	Jessica Rosenthal		
SIGNATURE:	/JR/		
DATE SIGNED:	04/05/2017		
Total Attachments: 4			
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OP \$40.00 3933445

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS INTELLECTUAL PROPERTY ASSIGNMENT is effective as of October 1, 2016 from Atypon Systems, Inc. a California corporation, whose office is at 5201 Great American Parkway, Ste. 510, Santa Clara, California 95054 (“Atypon”), Atypon Limited, a company incorporated under the Laws of England and Wales (“Atypon Limited”), Atypon Hellas Monoprosopi EPE, a company incorporated under the Laws of Greece (“Atypon Hellas”), Atypon Exports, Inc., a Delaware corporation (“Atypon Exports”, and together with Atypon Limited, Atypon Hellas and Atypon Jordan, the “Atypon Affiliates” and each individually an “Atypon Affiliate”), (collectively, Atypon and the Atypon Affiliates are referred to as the “Assignors”), to John Wiley & Sons, Inc., a New York corporation (“Wiley”), John Wiley & Sons, Limited, a company incorporated under the Laws of England and Wales, (“Wiley UK”), Atypon Systems LLC, a Delaware limited liability company, Atypon Systems Ltd, a company organized under the Laws of England and Wales, Atypon Publishing Technology Services Single Member EPE, a company incorporated under the Laws of Greece (“Atypon MEPE”), and Atypon Systems CR s.r.o., a company incorporated under the Laws of Czech Republic (“Wiley CR” and collectively with Wiley, Wiley UK, Atypon Systems LLC, Atypon Systems Ltd and Atypon MEPE, the “Assignees”).

WHEREAS, the Assignor, Principal Shareholders, Wiley and Wiley UK have entered into that certain Asset Purchase Agreement, dated as of August 17, 2016 (the “Purchase Agreement”), pursuant to which Assignors sold, assigned, transferred, conveyed and delivered the Purchased Assets, including without limitation the Sellers’ Intellectual Property (each as defined in the Purchase Agreement). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement;

WHEREAS, Assignors own the Sellers’ Intellectual Property, including but not limited to the Marks listed on Schedule A. Sellers’ Intellectual Property is defined in the Purchase Agreement as all intellectual property rights arising from or associated with the following, whether protected, created or arising under the laws of the United States or any other jurisdiction: (i) trade names, trademarks and service marks (registered and unregistered), domain names and other Internet addresses or identifiers, trade dress and similar rights and applications (including intent to use applications and similar reservations of marks and all goodwill associated therewith) to register any of the foregoing (collectively, “Marks”); (ii) patents and patent applications (collectively, “Patents”); (iii) copyrights (registered and unregistered) and applications for registration (collectively, “Copyrights”); (iv) trade secrets, know-how, inventions, methods, processes and processing instructions, technical data, specifications, research and development information, technology including rights and licenses, product roadmaps, customer lists and any other information, in each case to the extent any of the foregoing derives economic value (actual or potential) from not being generally known to other persons who can obtain economic value from its disclosure or use, excluding any Copyrights or Patents that may cover or protect any of the foregoing (collectively, “Trade Secrets”); and (v) moral rights, publicity rights, data base rights and any other proprietary or intellectual property rights of any kind or nature that do not comprise or are not protected by Marks, Patents, Copyrights or Trade Secrets, that are owned (in whole or in part) by or exclusively licensed to Atypon or an Atypon Affiliate and related to, used or held for use in connection with the Business of Atypon and its Affiliates except for intellectual property that relates solely to the Redlink business all of such exceptions are set forth in Schedule 3.21 of the Purchase Agreement; and

WHEREAS, Assignors desire to assign to Assignees all right, title and interest in, to and under such Sellers' Intellectual Property throughout the universe and Assignees desire to obtain all right, title and interest in, to and under such Sellers' Intellectual Property;

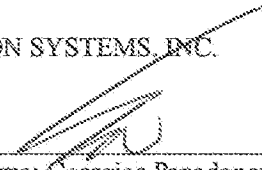
NOW, THEREFORE, Assignors hereby assign, transfer and convey to Assignees, their successors and assigns, all right, title and interest in, to and under, throughout the universe, free and clear of all liens, claims, charges, security interests, and other encumbrances, the Sellers' Intellectual Property, all registrations and applications therefor, together with the entire goodwill attached to the Sellers' Intellectual Property, and Assignors' entire right, title and interest in and to any and all claims and demands it may have, at law or in equity, for any infringement, impairment, distortion, or other unauthorized use or conduct in derogation of the foregoing, prior to the date hereof, including without limitation the right to receive all proceeds and damages therefrom.

The Assignors undertake and agree to execute such further documents as may reasonably be required to permit the Assignees to obtain additional registrations and renewals of the Sellers' Intellectual Property and the recording of this Intellectual Property Assignment. Assignors hereby irrevocably nominate, constitute and appoint Assignees as their true and lawful attorney, with full power and authority in Assignees' name or in the names of the Assignors, with full power of substitution, to claim, demand payment or collect and enforce all rights, claims and interests transferred and assigned hereby, and to prosecute the same at law or in equity, and upon complete discharge thereof, to execute and deliver any and all necessary instruments of satisfaction and release related to this Assignment if the Assignees are unable, after reasonable effort, to secure the applicable Assignor(s)' signature(s) on any such instruments, and to execute and deliver in the applicable Assignors' names any and all instruments necessary or appropriate to confirm Assignees' rights to the Sellers' Intellectual Property if the Assignees are unable, after reasonable effort, to secure the applicable Assignor(s)' signature(s) on any such instruments.

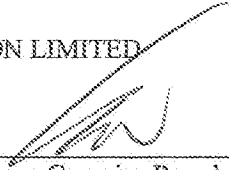
This Assignment is executed and delivered pursuant to the Purchase Agreement and is in all respects subject to the terms, conditions and other provisions thereof. Nothing in this Assignment is intended to modify, amend or alter in any respect the rights and obligations of the parties under the Purchase Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Assignment. Without limiting the foregoing, the Assignors warranties in respect of the Sellers' Intellectual Property and Marks are solely as set out in the Purchase Agreement.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed and delivered as of the date indicated above.


ATYPON SYSTEMS, INC.

By: 
Name: Georgios Papadopoulos
Title: Chief Executive Officer


ATYPON LIMITED

By: 
Name: Georgios Papadopoulos
Title: Director

ATYPON HELLAS MONOPROSOPI EPE

By: 
Name: Georgios Papadopoulos
Title: Authorized Person

ATYPON EXPORTS, INC.

By: 
Name: Georgios Papadopoulos
Title: President

[Assignment of Intellectual Property Agreement]

Schedule A

Registered Trademarks:

<u>Trademark</u>	<u>Country</u>	<u>App/Reg No.</u>	<u>Registration Date</u>	<u>Status</u>
ATYPON	United States	3933445	March 22, 2011	Registered
ATYPON	European Union	9168113	December 24, 2010	Registered

Material Unregistered Trademarks:

LITERATUM