

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507821

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PV Waggle LLC		01/14/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Houghton Mifflin Harcourt Publishing Company		
Street Address:	125 High Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4893535	WAGGLE	
Registration Number:	4649990	GET WAGGLE	
Registration Number:	4796306		
CORRESPONDENCE DATA			
Fax Number:			
<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:	617-351-3028		
Email:	vicki.garbe@hnhco.com		
Correspondent Name:	Chris Engebretson		
Address Line 1:	125 High Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Chris Engebretson		
SIGNATURE:	/Chris Engebretson/		
DATE SIGNED:	01/30/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is executed as of January 14, 2019 by PV Waggle, LLC, a Delaware limited liability company ("Seller"), for the benefit of Houghton Mifflin Harcourt Publishing Company, a Massachusetts corporation ("Buyer"). Seller and Buyer are together referred to herein as the "Parties".

RECITALS

WHEREAS, simultaneously with the execution and delivery of this Assignment, the Parties are entering into an Asset Purchase Agreement (the "Purchase Agreement"); and

WHEREAS, this Assignment is being executed and delivered incident to the closing of the transactions contemplated by the Purchase Agreement;

NOW, THEREFORE, in consideration of the covenants and agreements contained in this Assignment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller, by its execution of this Assignment, and Buyer, by its acceptance of this Assignment, agree as follows:

1. Assignment. Seller hereby sells, assigns, transfers and delivers to Buyer and its successors and assigns all right, title and interest in, to and under (including all worldwide rights of priority based upon and the right to transfer ownership of (including legal title, economic and beneficial ownership of)) the trademarks, trademark registrations, trademark applications and trade names (together with the goodwill of the businesses associated therewith and symbolized thereby and all common-law rights related thereto and all registrations that are or may be secured, now or hereafter in effect,) identified on Schedule A hereto (the "Assigned Trademarks"), including (i) all rights in applications anywhere in the world claiming priority thereto, all income and payments now or hereafter due or payable with respect thereto, and (ii) all causes of action in law or equity relating thereto, and all rights to sue, counterclaim and recover for past, present and future infringement and misappropriation of the rights assigned herein, in each case, the same to be held and enjoyed by Buyer, its successors and assigns.

2. Recording Authorization. The Parties hereby authorize the relevant authority at the United States Patent and Trademark Office and all foreign agencies to record this Assignment and record Buyer as the owner of the Assigned Trademarks and to issue any and all Assigned Trademark registrations to Buyer, as assignee of the entire right, title and interest in, to, and under the same.

3. Further Assurances. For no additional consideration, Seller shall provide Buyer and its successors and assigns reasonable cooperation and assistance (including the execution and delivery of any and all country specific forms of assignment, affidavits, declarations, oaths, exhibits, powers of attorney or other documentation) as are reasonably requested by Buyer to effect, record, register or maintain this Assignment and/or the rights assigned hereunder.

4. Terms of Purchase Agreement. The representations, warranties, covenants and agreements contained in the Purchase Agreement shall not be superseded hereby. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase

Agreement shall govern and control. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

5. Governing Law. This Assignment (and any claims or disputes arising out of or related hereto or the transactions contemplated hereby or to the inducement of any party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall be governed in all respects, including validity, interpretation, and effect, by and construed in accordance with the internal Laws of the State of Delaware (including in respect of the statute of limitations or other limitations period applicable to any claim, controversy or dispute) without giving effect to any choice or conflict of Law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Seller has caused this Trademark Assignment to be duly executed and delivered as of the date first above written.

PV WAGGLE, LLC

DocuSigned by:

Aoife Dempsey

By: _____

Name: Aoife Dempsey

Title: Ceo

SCHEDULE A

WAGGLE	U.S. Trademark Registration No. 4,893,535
GET WAGGLE	U.S. Trademark Registration No. 4,649,990
FLYING PIG LOGO	U.S. Trademark Registration No. 4,796,306