

11-17-1998

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger
- ☐ Change of Name
- ☐ Other

TRADEMARK OFFICE

Effective Date
Month Day Year
09 30 98

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year
09 30 98

Name Broderbund Software, Inc.

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization Delaware, USA

Receiving Party

☐ Mark if additional names of receiving parties attached

Name Lexington Parker Capital Company, LLC

DBA/KA/TA

Composed of

Address (line 1) 227 West Monroe, 41st Floor

Address (line 2)

Address (line 3) Chicago

Illinois, USA

60606

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association
- ☒ Other Limited Liability Company
- ☒ Citizenship/State of Incorporation/Organization Delaware, USA

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

1/16/1998 JSMBRZZ 00000099 1204448

FOR OFFICE USE ONLY

1 FC:481
2 FC:482

40.00 BP
2575.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1825 FRAME: 0123

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (617) 210-8410

Name

Sheila M. McCarty, Legal Assitant

Address (line 1)

Sullivan & Worcester LLP

Address (line 2)

One Post Office Square

Address (line 3)

Boston, MA 02109

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

23

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

See Attached List

See Attached List

Number of Properties

Enter the total number of properties involved.

104

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 2,615.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

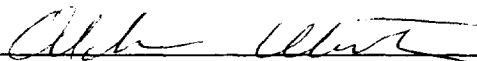
No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Alden Uluatam

Name of Person Signing



Signature

10/16/98

Date Signed

Trademarks--Broderbund

Owner Mark	Country	Status	Class	Filing Date	Application #	Registration Date	Registration Number
BB (design)	US	Registered	28	2/14/83		7/13/84	1,284,448
BB 1st Grade Success Starter	US	Pending	9	2/3/97	75/234,814		
BB 3D Home	US	Pending	9	1/13/97	75/224,443		
BB 3D Home Architect	US	Registered	9	12/1/93		11/15/94	1,862,392
BB 3D Home Interiors	US	Pending	9	1/13/97	75/224,444		
BB Active Mind Series	US	Registered	9	3/22/86		7/15/97	2,078,845
BB Amazing Animals	US	Registered	9	12/16/93		1/3/95	1,871,146
BB Animate	US	Registered	9	7/31/87		4/20/93	1,765,585
BB Bark Street Writer	US	Registered	9	2/28/83		4/17/84	1,274,213
BB Broderbund Software	US	Registered	9	2/14/83		11/27/84	1,306,829
BB Carmen San Diego Connection	US	Pending	41	12/18/97	75/408,133		
BB Carmen Sandiego Junior Detective	US	Registered	28	6/1/85		10/8/86	2,007,265
BB Carmen Sandiego Word Detective	US	Pending	9	5/5/97	75/286,477		
BB Chase Devineaux	US	Pending	16	12/18/97	75/408,142		
BB Chase Devineaux	US	Pending	25	12/18/97	75/408,143		
BB Chase Devineaux	US	Pending	41	12/18/97	75/408,160		

Monday, September 28, 1998

<i>Owner Mark</i>	<i>Country</i>	<i>Status</i>	<i>Class</i>	<i>Filing Date</i>	<i>Application #</i>	<i>Registration Date</i>	<i>Registration Number</i>
BB Comic Characters	US	Registered	9	12/16/93		1/ 3/95	1,871,148
BB Creative Advantage Library	US	Pending	9	3/18/96	75/073/860		
BB Darklords Rising	US	Pending	9	5/ 6/98	75/479,980		
BB Discover Space	US	Registered	9	12/22/92		8/30/94	1,851,898
BB Extreme Warfare	US	Pending	9	9/16/97	75/357,875		
BB Fabulous Foods	US	Registered	9	12/16/93		1/ 3/95	1,871,147
BB Family Finder	US	Pending	9	4/24/97	75/280,246		
BB Family Tree Maker	US	Registered	9	2/22/96		9/23/97	2,098,764
BB Famous Magazine Cartoons	US	Registered	9	3/ 4/96		6/27/97	2,074,663
BB Gallions of Glory	US	Registered	28	1/ 4/91		7/28/92	1,703,463
BB Geoligsaw	US	Registered	28	11/ 1/90		2/16/93	1,753,069
BB Geoligsaw	US	Registered	9	11/ 1/90		2/16/93	1,753,069
BB Geometry	US	Registered	9	7/20/87		5/17/88	1,488,915
BB GeoQuiz	US	Registered	9	2/12/90		8/ 6/91	1,653,315
BB Imagemaker Series and design	US	Registered	9	4/16/96		2/10/98	2,136,221
BB Imaglnmaker Series	US	Registered	9	4/16/99		1/27/98	2,133,215
BB In the 1st Degree	US	Registered	28	6/ 6/95		7/30/96	1,990,483
BB James Discovers Math	US	Pending	9	12/22/97	75/409,514		

<i>Owner Mark</i>	<i>Country</i>	<i>Status</i>	<i>Class</i>	<i>Filing Date</i>	<i>Application #</i>	<i>Registration Date</i>	<i>Registration Number</i>
BB Karateka	US	Registered	28	5/ 6/85		11/12/85	1,370,348
BB Kid Cuts	US	Registered	9	5/ 7/93		2/22/94	1,822,479
BB Kid Pix 2 (and design)	US	Registered	9	1/30/85		9/17/96	2,000,727
BB Kid Pix Companion	US	Registered	9	12/16/93		1/ 3/95	1,871,145
BB Kid Pix Fun Pack	US	Registered	9	1/30/95		10/22/96	2,009,463
BB Kid Pix Studio	US	Registered	9	1/30/95		7/ 9/96	1,985,192
BB Kid Pix	US	Registered	9	6/29/92		12/14/93	1,810,528
BB Kids Studio (and design)	US	Pending	9	3/18/98	75/452,219		
BB Kindergarten Success Starter	US	Pending	9	2/ 3/97	75/234,815		
BB Learn the Art of magic	US	Registered	9	6/13/95		8/17/96	2,002,006
BB Learning Advantage Library	US	Pending	9	3/18/96	75/073,858		
BB Legacy of Time	US	Pending	9	6/17/97	75/309,859		
BB Living Books	US	Registered	9	7/19/91		10/ 5/93	1,796,822
BB Lode Runner	US	Registered	28	1/30/84		11/27/84	1,307,253
BB Logical Journey of the Zoombini	US	Registered	9	9/ 1/95		2/25/97	2,041,387
BB Magjoba	US	Registered	9	7/15/91		1/26/93	1,749,286
BB MACUSA	US	Registered	8	7/15/91		1/26/93	1,749,297
BB Maps 'N' Facts	US	Registered	9	4/14/93		6/14/94	1,840,404

<i>Owner Mark</i>	<i>Country</i>	<i>Status</i>	<i>Class</i>	<i>Filing Date</i>	<i>Application #</i>	<i>Registration Date</i>	<i>Registration Number</i>
BB Mapworks	US	Registered	9	3/ 5/90		11/17/92	1,733,955
BB Memorymate (stylized)	US	Registered	9	7/20/87		5/ 3/88	1,486,757
BB Misc. Design (ORB)	US	Pending	9	6/ 5/97	75/303,513		
BB Miscellaneous Design (Kids Studio)	US	Pending	9	7/15/97	75/326,410		
BB Ohy's Draw-A-Story	US	Pending	9	7/12/96	75/133,335		
BB PC Globe	US	Registered	9	12/22/86		7/28/87	1,449,469
BB PC USA	US	Registered	9	6/ 5/89		8/13/91	1,653,482
BB Preschool Success Starter	US	Pending	9	5/ 5/97	75/286,189		
BB Presswriter	US	Pending	9	11/14/96	75/197,900		
BB Prince of Persia	US	Registered	9	6/28/90		6/ 4/91	1,646,834
BB Prince of Persia 2 The Shadow and th	US	Registered	28	6/28/93		4/19/94	1,831,448
BB Print Shop Deluxe	US	Registered	9	6/29/92		11/30/93	1,808,392
BB Print Shop Deluxe Companion	US	Registered	9	12/16/93		11/22/94	1,863,611
BB Printshop Delux CD Ensemble	US	Registered	9	1/30/85		1/30/86	1,953,018
BB Reading Galaxy	US	Pending	9	3/18/98	75/073,859		
BB Red Orb Entertainment	US	Pending	9	4/ 1/97	75/267,369		
BB Red Orb Entertainment	US	Pending	9	6/ 5/97	75/303,612		
BB Red Orb Zone	US	Pending	9	6/12/97	75/308,061		

<i>Owner Mark</i>	<i>Country</i>	<i>Status</i>	<i>Class</i>	<i>Filing Date</i>	<i>Application #</i>	<i>Registration Date</i>	<i>Registration Number</i>
BB Reign of Heroes	US	Pending	9	2/ 3/97	75/234,813		
BB Science Toolkit	US	Registered	9	7/20/87		8/ 2/88	1,498,380
BB Software for Everywhere	US	Registered	9	10/19/90		7/14/92	1,701,079
BB StoryQuests	US	Registered	28	5/15/96		5/13/97	2,061,154
BB Stunts	US	Registered	28	1/ 4/91		8/25/92	1,710,179
BB Take No Prisoners	US	Pending	9	4/ 1/97	75/267,370		
BB The Amazing Writing Machine	US	Registered	9	5/17/95		4/23/96	1,969,945
BB The Ancient Art of War	US	Registered	28	5/ 6/85		10/22/85	1,386,854
BB The Backyard	US	Registered	9	6/28/93		6/ 6/95	1,898,022
BB The Playroom	US	Registered	9	6/28/90		11/ 5/91	1,663,236
BB The Print Shop	US	Registered	9	5/ 6/85		6/ 3/86	1,395,538
BB The Print Shop Essentials	US	Registered	9	5/ 6/98			
BB The Print Shop Signature Greetings	US	Pending	9	4/ 7/97	75/273,134		
BB The Treehouse	US	Registered	9	3/ 9/92		5/11/93	1,769,815
BB Think It Print II.	US	Pending	9	4/15/97	75/275,737		
BB Thinking Cap	US	Registered	9	7/31/87		3/ 8/88	1,479,477
BB Type!	US	Registered	9	7/20/87		12/20/88	1,517,669
BB VCR Companion	US	Registered	9	10/10/89		5/29/90	1,598,368

<i>Owner Mark</i>	<i>Country</i>	<i>Status</i>	<i>Class</i>	<i>Filing Date</i>	<i>Application #</i>	<i>Registration Date</i>	<i>Registration Number</i>
BB Watbreeds	US	Pending	9	1/13/97	75/224,445		
BB Where In America's Past Is Carmen S	US	Registered	28	7/25/91		11/10/92	1,731,293
BB Where In Europe Is Carmen Sandiego	US	Registered	28	11/13/89		7/17/93	1,606,526
BB Where In Space Is Carmen Sandiego	US	Registered	28	6/16/93		3/ 1/94	1,824,498
BB Where In The U.S.A. Is Carmen Sand	US	Registered	28	7/20/87		4/ 5/88	1,483,665
BB Where In The U.S.A. Is Carmen Sand	US	Registered	28	9/13/93		12/20/94	1,868,463
BB Where In The World Is Carmen Sandi	US	Registered	41	3/ 1/93		12/ 7/93	1,809,666
BB Where In The World Is Carmen Sandi	US	Registered	41	3/ 1/93		6/14/94	1,840,136
BB Where In The World Is Carmen Sandi	US	Pending	9	5/14/97	75/291,775		
BB Where In The World Is Carmen Sandi	US	Registered	16	7/ 8/86		8/12/97	2,087,438
BB Where In The World Is Carmen Sandi	US	Pending	16	5/14/97	75/291,952		
BB Where In The World Is Carmen Sandi	US	Pending	28	5/14/97	75/291,953		
BB Where In The World Is Carmen Sandi	US	Pending	41	5/14/97	75/291,929		
BB Where In The World Is Carmen Sandi	US	Registered	28	8/ 5/85		2/18/86	1,393,516
BB Where In Time Is Carmen Sandiego?	US	Registered	28	11/13/89		7/17/90	1,606,525
BB Where In Time Is Carmen Sandiego?	US	Registered	41	7/ 1/96		2/ 3/98	2,135,018

END OF LIST

Monday, September 28, 1998

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TRADEMARK SECURITY AGREEMENT AND LICENSE

TRADEMARK SECURITY AGREEMENT AND LICENSE (hereinafter referred to as the "Agreement") dated as of September 30, 1998 by and between BRODERBUND SOFTWARE, INC., a Delaware corporation with its chief executive office at One Athenaeum Street, Cambridge, Massachusetts 02142 (the "Company"), and LEXINGTON PARKER CAPITAL COMPANY, LLC, a Delaware limited liability company with its chief executive office at 227 West Monroe, 41st Floor, Chicago, IL 60606 (the "Purchaser").

WHEREAS, The Learning Company Funding, Inc., a Delaware corporation and an affiliate of the Company, as seller ("Funding"), the Purchaser, Fleet National Bank, a national banking association ("Fleet"), as the administrative agent, TLC Multimedia, Inc., a Minnesota corporation ("TLC Multimedia"), and The Learning Company, Inc., a Delaware corporation ("TLC" or "Parent"), are parties to the Receivables Purchase Agreement dated as of June 30, 1997 (as the same has been and may be amended, supplemented, modified, extended or restated from time to time, the "Domestic Receivables Purchase Agreement"), pursuant to which Funding has agreed to sell Receivables Interests (as defined therein) to Purchaser in the accounts receivable acquired by Funding from certain subsidiaries of TLC;

WHEREAS, TLC Eurofunding, Inc., a Delaware corporation and an affiliate of the Company, as seller ("Eurofunding"), the Purchaser, Fleet as the administrative agent, TLC Multimedia and TLC are parties to the Receivables Purchase Agreement dated as of July 1, 1998 (as the same may be amended, supplemented, modified, extended or restated from time to time, the "Foreign Receivables Purchase Agreement"; together with the Domestic Receivables Purchase Agreement, the "Receivables Purchase Agreements"), pursuant to which Eurofunding has agreed to sell Receivables Interests (as defined therein) to the Purchaser in the accounts receivable acquired by Eurofunding from certain foreign subsidiaries of TLC;

WHEREAS, the Company has entered into a Deemed Collection Guaranty dated as of the date hereof, in favor of the Purchaser (as the same may be amended, supplemented, modified, extended or restated from time to time, the "Guaranty"), pursuant to which the Company has guaranteed Funding's and Eurofunding's performance of certain of their respective obligations to the Purchaser under the Receivables Purchase Agreements;

WHEREAS, the parties to the Receivables Purchase Agreements require that the Company grant to the Purchaser a security interest in and collaterally assign the Collateral (as hereafter defined) to secure certain of Funding's and Eurofunding's respective obligations under the Receivables Purchase Agreements, and to place in the public record of the Patent and Trademark Office (as hereafter defined) the security interests granted hereunder;

WHEREAS, the Company wishes to grant Purchaser a non-exclusive license in and to all of its trademarks, including, without limitation, all unregistered trademarks of the Company;

provided, however, that, unless an Event of Default (as hereafter defined) has occurred and is continuing, the foregoing license shall not be exercised and shall be effective only to the extent necessary to perfect the Purchaser's security interest in the Collateral under applicable law; and

NOW, THEREFORE, for good and valuable consideration, and to secure the payment and performance of all the Secured Obligations (as defined below), the parties hereto agree as follows:

1. **Definitions.** All capitalized terms used herein and not otherwise defined shall have the meanings prescribed therefor in the Foreign Receivables Purchase Agreement. The following additional terms, as used herein, shall have the following respective meanings:

"Business Judgment Exception" shall have the meaning set forth in Section 4 below.

"Collateral" shall have the meaning set forth in Section 2.

"Credit Agreement" means the Amended and Restated Credit Agreement, dated as of May 6, 1998, by and among Fleet National Bank, as agent, TLC Multimedia, the Company and certain of the Company's corporate affiliates, as the same may be amended, supplemented, modified, extended or restated from time to time.

"Event of Default" means any event or condition constituting a default in the performance of the Company's obligations under the Guaranty or this Agreement.

"GAAP" means accounting principles generally accepted in the United States and applied on a consistent basis.

"Lien" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), or preference, priority or other security agreement of any kind or nature whatsoever (including without limitation, any exclusive license, shop right or covenant by the Company not to sue third Persons).

"Patent and Trademark Office" means the United States Patent and Trademark Office.

"Permitted Lien" means any Lien that is a Permitted Encumbrance under the Credit Agreement.

"Secured Obligations" means all obligations of the Company to Purchaser, whether such obligations are now existing or hereafter incurred or created, joint or several, direct or indirect, absolute or contingent, due or to become due, matured or unmatured, liquidated or unliquidated, to the extent, but only to the extent arising pursuant to the Guaranty to pay all amounts (including, without limitation, any amounts which accrue after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of Funding, Eurofunding or the Company) which (a) are payable by Funding as Deemed Collection Amounts pursuant to Section 1.8

of the Domestic Receivables Purchase Agreement; (b) are payable by Eurofunding as Deemed Collection Amounts pursuant to Section 1.8 of the Foreign Receivables Purchase Agreement or under Article VII of the Foreign Receivables Purchase Agreement; (c) are payable by the Company hereunder; or (d) any renewals or extensions of any of the foregoing.

“**Trademark License**” means any agreement, whether written or oral, providing for the grant by the Company to any Person or Persons of any right to use any Trademark.

“**Trademarks**” means all of the following to the extent owned by the Company: all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those described in Schedule I hereto, and all reissues, extensions or renewals thereof.

2. Grant of Security Interest. In furtherance and as confirmation of the security interests granted by the Company under the Security Agreement dated as of the date hereof, as the same may be amended from time to time, by and between the Company and Purchaser, and in order to secure the prompt and complete payment and performance of all the Secured Obligations, together with any and all expenses which may be incurred by Purchaser in collecting any or all of such Secured Obligations or enforcing any rights, obligations or liabilities under this Agreement, the Company hereby grants Purchaser a security interest in (including, without limitation, a collateral assignment and pledge of) all of the Company's present and future right, title and interest in and to the following whether presently existing or hereafter arising or acquired (collectively, the “Collateral”):

(a) all registered or unregistered Trademarks and, where applicable, the federal registrations thereof, including, without limitation, the federal registrations listed on Schedule I attached hereto (the “Registered Trademarks”),

(b) the Company's rights under all Trademark Licenses;

(c) all of the goodwill of the business connected with the use of, and symbolized by, each Trademark including those Trademarks subject of a Trademark License;

(d) all products and proceeds of each Trademark and Trademark License, including, without limitation, any claim by the Company against third parties for past, present or future infringement or dilution of any Trademark, including, without limitation, the Registered Trademarks, and any Trademark licensed under any Trademark License, or for injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

(e) all causes of action, claims and warranties now or hereafter owned or acquired by the Company in respect of any of the items listed above; and

(f) all proceeds of any of the items described in clauses (a) through (e).

Provided, however, that "Collateral" shall not include any contract, license or agreement of any kind that has valid and enforceable provisions (i) that prohibit the grant of a security interest therein or (ii) that provide that a default may or shall occur as a result of the grant of a security interest therein, unless any required consents shall have been obtained or such provision shall have been rendered ineffective by reason of applicable law or otherwise.

3. Representations and Warranties. As an inducement to Purchaser to enter into this Agreement, the Company makes the following representations and warranties:

(a) The Company is the sole beneficial owner of the Registered Trademarks, and is duly licensed to use or license any of the Trademarks, and, except for Permitted Liens, no Lien exists or will exist upon any Registered Trademark at any time except for the collateral assignment thereof in favor of Purchaser provided for herein, which collateral assignment and security interest constitutes a first priority perfected security interest in all of the Registered Trademarks.

(b) Except pursuant to Trademark Licenses entered into by the Company in the ordinary course of business, the Company owns and possesses the exclusive right to use, and has done nothing to authorize or enable any other Person to use, the Trademarks, including the Registered Trademarks listed on Schedule I.

(c) Except as otherwise disclosed in Schedule 3 to the Credit Agreement, to the best of the Company's knowledge, there is no infringement by others of any right of the Company with respect to any Trademark that would have a Material Adverse Effect, the Company is not infringing in any respect upon any Trademark of any other Person, and no proceedings have been instituted or are pending against the Company or threatened, alleging any such violation, which proceedings could have a material adverse effect on the condition, assets, business, operations or prospects of the Company.

4. Defense of Collateral, Etc. The Company agrees that it will at its expense, at Purchaser's request, defend the Collateral from any and all claims and demands of any other Person; provided, however, nothing herein shall prevent the Company in the exercise of its reasonable business judgment from determining that it is in the best interest of the Company to abandon any item of Collateral or to refrain from defending any item of Collateral against such claims or demands (the foregoing prerogative of the Company being sometimes referred to herein as the "Business Judgment Exception"). The Company hereby agrees to pay, indemnify, and hold Purchaser harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses of disbursements or any kind or nature whatsoever with respect to the Collateral, including, without limitation, claims of trademark infringement to the extent such claims arise prior to Purchaser's exercising a right of control over the Collateral pursuant hereto, provided that the Company shall have no obligation

hereunder with respect to such indemnification arising from Purchaser's gross negligence or willful misconduct.

5. Continued Use of Trademarks, Etc. (a) During the term of this Agreement the Company shall employ consistent standards of quality in its manufacture of products and delivery of services sold or services provided under the Trademarks (and shall do any and all acts reasonably required by Purchaser to ensure the Company's compliance with such standards), and shall employ the appropriate notice of such Trademarks in connection with its use of such Trademarks, subject, in each case to the Business Judgment Exception. The Company hereby grants to Purchaser and its employees and agents the right, exercisable upon the occurrence and during the continuance of an Event of Default, but subject to the provisions of Section 13 below, to visit the Company's plants and facilities which manufacture, inspect or store products or which provide services sold under any of the Trademarks, and to inspect the products or monitor the services and quality control records relating thereto at reasonable times during regular business hours. The Company confirms its commitment to take any and all actions reasonably required by Purchaser to ensure the maintenance of quality standards for such products and services.

(b) Subject to the Business Judgment Exception, the Company agrees as follows: (i) the Company shall use its best ability to maintain the registration of the Registered Trademarks listed on Schedule I hereto in full force and effect by taking any action which it believes necessary, through attorneys of its choice, all at its expense; (ii) in the event that any Trademark is infringed by a third party, so as to have a Material Adverse Effect, or if such infringement gives rise to litigation or to the filing of a claim or notice of opposition with the Patent and Trademark Office which would have a material adverse effect on the condition, assets, business, operations or prospects of the Company, the Company shall promptly notify Purchaser and shall take such actions as may be reasonably required to terminate such infringement. Any damages recovered from the infringing party shall be deemed to be part of the Collateral.

6. No Assignments, Etc. The Company shall not, except as otherwise permitted by the Credit Agreement, grant, create or permit to exist any Lien upon the Collateral in favor of any other Person, or assign this Agreement or any rights in the Collateral or the material protected thereby without, in either case, the prior written approval of Purchaser and such attempted Lien or assignment shall be void *ab initio*.

7. Continuing Liability. The Company hereby expressly agrees that, anything herein to the contrary notwithstanding, it shall remain liable under any Trademark License, interest or obligation with respect to which Purchaser has been granted a security interest pursuant to Section 2 hereof to observe and perform all the conditions and obligations to be observed and performed by the Company thereunder, all in accordance with and pursuant to the terms and provisions thereof. Purchaser shall not have any obligation or liability under any such Trademark License, interest or obligation by reason of or arising out of this Agreement or the conditional assignment thereof, or the grant of a security interest therein, to Purchaser or the receipt by Purchaser of any payment relating to any such Trademark License, interest or obligation pursuant hereto, nor shall Purchaser be required or obligated in any manner to perform or fulfill any of the obligations of the Company thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it

or the sufficiency of any performance by any party under any such Trademark License, interest or obligation, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

8. Additional Security Agreements and Registrations.

(a) The Company shall provide to Purchaser a then current comprehensive list and description of all U.S. registered Trademarks owned by the Company with respect to products currently sold or licensed by the Parent, the Company or any Subsidiary thereof, (i) within forty-five (45) days after the completion of each fiscal quarter of the Company, and (ii) more frequently upon the request of Purchaser if an Event of Default has occurred and is continuing.

(b) Following the delivery of the list referenced in Section 8(a) hereof, the Company shall promptly take all necessary action, including the execution and delivery of trademark security agreements and any other instruments reasonably requested by Purchaser to provide Purchaser with, to the extent it does not already have, a first priority security interest relating to each U.S. Trademark owned by the Company with respect to products currently sold or licensed by the Parent, the Company or any U.S. Subsidiary. The Company shall register with the appropriate U.S. governmental authorities all U.S. Trademarks associated with software titles sold or licensed by the Parent, the Company or any U.S. Subsidiary in conducting their respective businesses and the Company shall maintain such registrations; provided, however, the foregoing requirements shall be subject to the exercise of the Company's reasonable business judgment as to when any such attempted registration would not be cost effective or could reasonably be expected to be rejected or relates to any Trademark that is immaterial.

9. Retention of Rights. Unless and until an Event of Default shall have occurred and be continuing and Purchaser shall have exercised its remedies hereunder, but subject to the terms and conditions of this Agreement, the Company shall retain the legal and equitable title to the Collateral and shall have full right to use the Collateral in the ordinary course of its business.

10. Remedies.

(a) If an Event of Default with respect to any of the Secured Obligations has occurred and is continuing Purchaser may exercise, in addition to all other rights and remedies granted to it in this Agreement, all rights and remedies of a secured party under the Uniform Commercial Code. Without limiting the generality of the foregoing, the Company expressly agrees that in any such event Purchaser, without demand of performance or other demand, advertisement or notice of any kind (except to such extent as notice may be required by applicable law with respect to the time or place of any public or private sale) to or upon the Company or any other Person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, license, assign, give an option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange, broker's board or at any of Purchaser's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Purchaser shall

have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in the Company, which right or equity is hereby expressly waived and released. To the extent permitted by applicable law, the Company waives all claims, damages and demands against Purchaser arising out of the repossession, retention or sale of the Collateral.

(b) Without limiting the generality of the foregoing, if any Event of Default has occurred and is continuing,

(i) Purchaser may license, or sublicense, whether on an exclusive or non-exclusive basis, any Trademark included in the Collateral throughout the world for such term or terms, on such conditions and in such manner as Purchaser shall in its sole discretion determine, the proceeds of such license or sublicense to be applied to the payment of the Secured Obligations;

(ii) Purchaser may (without assuming any obligations or liability thereunder), at any time and from time to time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of the Company in, to and under any Trademark License and take or refrain from taking any action under any Trademark License, and the Company hereby releases Purchaser from, and agrees to hold Purchaser free and harmless from and against, any claims arising out of any lawful action so taken or omitted to be taken with respect thereto other than any claims arising by reason of its own gross negligence or willful misconduct; and

(iii) upon request by Purchaser, the Company will execute and deliver to Purchaser a power of attorney, in addition to and supplemental to that set forth in Section 12 below, in form and substance satisfactory to Purchaser, for the implementation of any lease, assignment, license, sublicense, a grant of option, sale or other disposition of any Trademark, provided, however, that in the event of any disposition pursuant to this Section 10, the Company shall supply its customer lists and other records relating to such Trademarks and to the distribution of said products and sale of such services, to Purchaser;

provided, however, that Purchaser shall provide the Company with five Business Days' prior notice before exercising any of its rights or remedies set forth in this Section 10(b).

11. Grant of License to Use Collateral. For the purposes (a) of perfecting Purchaser's security interest in the Collateral and (b) of enabling Purchaser to exercise rights and remedies under Section 10 hereof or under any other Transaction Document (as defined in the Receivables Purchase Agreements), the Company hereby grants to Purchaser an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Company), subject to any third-party rights, to use, assign, license or sublicense any of the Collateral, whether now owned or hereafter acquired by the Company, and wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof; provided, however, that, unless an Event of Default has occurred and is continuing, the foregoing license

shall not be exercised and shall be effective only to the extent necessary to perfect Purchaser's security interest in the Collateral under applicable law.

12. **Power of Attorney.** The Company hereby irrevocably appoints Purchaser its true and lawful attorney (such appointment coupled with an interest), with full power of substitution, in the name of the Company, Purchaser, or otherwise, for the sole use and benefit of Purchaser, but at the Company's expense, to exercise (to the extent permitted by law), at any time and from time to time while an Event of Default has occurred and is continuing, all or any of the following powers with respect to all or any of the Collateral:

(a) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due thereon or by virtue thereof;

(b) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto;

(c) to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof, as fully and effectually as if Purchaser were the absolute owner thereof; and

(d) to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto.

13. **Confidentiality.** Purchaser will endeavor in good faith to maintain the confidentiality of any non-public information relating to the Company which has been identified in writing as confidential on the information itself or otherwise (the "Confidential Information") and, except as provided below, will exercise the same degree of care that Purchaser exercises with respect to its own proprietary information to prevent the unauthorized disclosure of the Confidential Information to third parties. Confidential Information shall not include information that either: (a) is in the public domain or (b) is disclosed to Purchaser by a third party, provided Purchaser does not have actual knowledge that such third party is prohibited from disclosing such information. The terms of this Section 13 shall not apply to disclosure of Confidential Information by Purchaser that is, in the good faith opinion of Purchaser, compelled by laws, regulations, rules, orders or legal process or proceedings or is disclosed to: (a) any party, including a prospective participant, who has signed a confidentiality agreement containing terms substantially similar to those contained herein; or (b) legal counsel, examiners, auditors and directors of Purchaser and examiners, auditors and investigators having regulatory authority over Purchaser.

14. **Notices.** All notices under this Agreement shall be in writing, and shall be given and shall be effective in accordance with the Receivables Purchase Agreements.

15. **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

16. No Waiver; Cumulative Remedies. Purchaser shall not, by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by Purchaser, and then only to the extent therein set forth. A waiver by Purchaser of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which Purchaser would otherwise have had on any other occasion. No failure to exercise nor any delay in exercising on the part of Purchaser any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

17. Waivers; Amendments. None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

18. Limitation by Law. All rights, remedies and powers provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions hereof are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part or not entitled to be recorded, registered, or filed under the provisions of any applicable law.

19. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and shall inure to the benefit of Purchaser and its successors and assigns, and nothing herein is intended or shall be construed to give any other Person any right, remedy or claim under, to or in respect of this Agreement.

20. Termination. Purchaser agrees that, upon the payment in full and satisfaction of all the Secured Obligations, the collateral assignments and security interests created by this Agreement and any proceeds thereof or distributions in respect thereof shall be released, and Purchaser will execute all such documents as may be reasonably requested by the Company to release such security interests and to terminate such collateral assignment (without representation or warranty).

21. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS AND THE UNITED STATES OF AMERICA.

[Remainder of page blank]

IN WITNESS WHEREOF, the parties hereto have caused this TRADEMARK
SECURITY AGREEMENT AND LICENSE to be executed and delivered by their duly
authorized officers as of the date first set forth above.

BRODERBUND SOFTWARE, INC.

By: _____

Name: Allan Folsky

Title: Vice President

LEXINGTON PARKER CAPITAL COMPANY, LLC

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this TRADEMARK
SECURITY AGREEMENT AND LICENSE to be executed and delivered by their duly
authorized officers as of the date first set forth above.

BRODERBUND SOFTWARE, INC.

By: _____

Name:

Title:

LEXINGTON PARKER CAPITAL COMPANY, LLC

By: Thomas J. Irvin

Name:

Title:

Thomas J. Irvin
Manager

Trademarks--Broderbund

SCHEDULE I

Owner Mark	Country	Status	Class	Filing Date	Application #	Registration Date	Registration Number
BB (design)	US	Registered	28	2/14/83	73/413,429	7/13/84	1,284,448
BB 1st Grade Success Starter	US	Pending	9	2/13/97	75/234,814		
BB 3D Home	US	Pending	9	1/13/97	75/224,443		
BB 3D Home Architect	US	Registered	9	12/1/93	74/464,470	11/15/94	1,862,392
BB 3D Home Interiors	US	Pending	9	1/13/97	75/224,444		
BB Active Mind Series	US	Registered	9	3/22/96	75/079,664	7/15/97	2,078,845
BB Amazing Animals	US	Registered	9	12/16/93	74/469,765	1/13/95	1,871,146
BB Animate	US	Registered	9	7/31/87	73/675,712	4/20/93	1,765,585
BB Bank Street Writer	US	Registered	9	2/28/83	73/415,236	4/17/84	1,274,213
BB Broderbund Software	US	Registered	9	2/14/83	73/413,436	11/27/84	1,306,829
BB Carmen San Diego Connection	US	Pending	41	12/18/97	75/408,133		
BB Carmen San Diego Junior Detective	US	Registered	28	6/1/95	74/682,960	10/8/96	2,007,255
BB Carmen San Diego Word Detective	US	Pending	9	5/5/97	75/286,477		
BB Chase Devineaux	US	Pending	16	12/18/97	75/408,142		
BB Chase Devineaux	US	Pending	25	12/18/97	75/408,143		
BB Chase Devineaux	US	Pending	41	12/18/97	75/408,160		

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<i>Owner Mark</i>	<i>Country</i>	<i>Status</i>	<i>Class</i>	<i>Filing Date</i>	<i>Application #</i>	<i>Registration Date</i>	<i>Registration Number</i>
BB Comic Characters	US	Registered	9	12/16/93	74/489,767	1/3/95	1,871,148
BB Creative Advantage Library	US	Pending	9	3/18/96	75/073/860		
BB Darklords Rising	US	Pending	9	5/6/98	75/479,980		
BB Discover Space	US	Registered	9	12/22/92	74/342,243	8/30/94	1,851,898
BB Extreme Warfare	US	Pending	9	9/16/97	75/357,875		
BB Fabulous Foods	US	Registered	9	12/16/93	74/489,766	1/3/95	1,871,147
BB Family Finder	US	Pending	9	4/24/97	75/280,246		
BB Family Tree Maker	US	Registered	9	2/22/96	75/061,324	9/23/97	2,098,764
BB Famous Magazine Cartoons	US	Registered	9	3/4/96	75/067,313	6/27/97	2,074,663
BB Gallions of Glory	US	Registered	28	1/4/91	74/127,891	7/28/92	1,703,463
BB Geoligsaw	US	Registered	28	1/11/90	74/111,344	2/16/93	1,753,089
BB Geoligsaw	US	Registered	9	1/11/90	74/111,344	2/16/93	1,753,069
BB Geometry	US	Registered	9	7/20/87	73/673,474	5/17/88	1,488,915
BB GeoQuiz	US	Registered	9	2/12/90	74/027,920	8/6/91	1,653,315
BB Imagemaker Series and design	US	Registered	9	4/16/96	75/088,930	2/10/98	2,136,221
BB Imagmaker Series	US	Registered	9	4/16/99	75/088,931	1/27/98	2,133,215
BB In the 1st Degree	US	Registered	28	6/6/95	74/684,983	7/30/96	1,990,483
BB James Discovers Math	US	Pending	9	12/22/97	75/409,514		

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<i>Owner Mark</i>	<i>Country</i>	<i>Status</i>	<i>Class</i>	<i>Filing Date</i>	<i>Application #</i>	<i>Registration Date</i>	<i>Registration Number</i>
BB Karaleka	US	Registered	28	5/ 6/85	73/536,246	1/1/285	1,370,348
BB Kid Cuts	US	Registered	9	5/ 7/93	74/387,408	2/22/84	1,822,479
BB Kid Pix 2 (and design)	US	Registered	9	1/30/95	74/627,407	9/17/96	2,000,727
BB Kid Pix Companion	US	Registered	9	12/16/93	74/469,764	1/ 3/95	1,871,145
BB Kid Pix Fun Pack	US	Registered	9	1/30/95	74/827,406	10/22/96	2,009,463
BB Kid Pix Studio	US	Registered	9	1/30/95	74/627,408	7/ 9/96	1,985,192
BB Kid Pix	US	Registered	9	6/29/92	74/289,094	12/14/93	1,810,528
BB Kids Studio (and design)	US	Pending	9	3/18/98	75/452,219		
BB Kindergarten Success Starter	US	Pending	9	2/ 3/97	75/234,615		
BB Learn the Art of magic	US	Registered	9	6/13/95	74/689,524	9/17/96	2,002,006
BB Learning Advantage Library	US	Pending	9	3/18/96	75/073,858		
BB Legacy of Time	US	Pending	9	6/17/97	75/309,869		
BB Living Books	US	Registered	9	7/19/91	74/186,738	10/ 5/93	1,796,822
BB Lode Runner	US	Registered	28	1/30/84	73/463,294	11/27/84	1,307,253
BB Logical Journey of the Zooanimals	US	Registered	9	9/ 1/95	74/724,219	2/25/97	2,041,387
BB Macglobe	US	Registered	9	7/15/91	74/184,861	1/26/93	1,749,286
BB MACUSA	US	Registered	9	7/15/91	74/185,118	1/26/93	1,749,297
BB Maps 'N' Facts	US	Registered	9	4/14/93	74/380,404	6/14/94	1,840,404

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<i>Owner Mark</i>	<i>Country</i>	<i>Status</i>	<i>Class</i>	<i>Filing Date</i>	<i>Application #</i>	<i>Registration Date</i>	<i>Registration Number</i>
BB Mapworks	US	Registered	9	3/5/90	74/034,410	11/17/92	1,733,955
BB Memorymate (stylized)	US	Registered	9	7/20/87	73/673,476	5/3/88	1,496,757
BB Misc. Design (ORB)	US	Pending	9	6/5/97	75/303,613		
BB Miscellaneous Design (Kids Studio)	US	Pending	9	7/15/97	75/326,410		
BB Only's Draw-A-Story	US	Pending	9	7/12/96	75/133,335		
BB PC Globe	US	Registered	9	12/22/86	73/636,710	7/28/87	1,449,469
BB PC USA	US	Registered	9	6/5/89	73/804,948	8/13/91	1,653,482
BB Preschool Success Starter	US	Pending	9	5/5/97	75/286,189		
BB Presswriter	US	Pending	9	11/14/96	75/197,900		
BB Prince of Persia	US	Registered	9	6/28/90	74/073,526	6/4/91	1,646,934
BB Prince of Persia 2 The Shadow and th	US	Registered	28	6/28/93	74/406,266	4/19/94	1,831,448
BB Print Shop Deluxe	US	Registered	9	6/29/92	74/289,096	11/30/93	1,808,392
BB Print Shop Deluxe Companion	US	Registered	9	12/16/93	74/469,763	11/22/94	1,863,611
BB Printshop Deluxe CD Ensemble	US	Registered	9	1/30/95	74/627,410	1/30/96	1,953,018
BB Reading Galaxy	US	Pending	9	3/18/96	75/073,859		
BB Red Orb Entertainment	US	Pending	9	4/1/97	75/267,369		
BB Red Orb Entertainment	US	Pending	9	6/5/97	75/303,612		
BB Red Orb Zone	US	Pending	9	6/12/97	75/308,061		

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<i>Owner Mark</i>	<i>Country</i>	<i>Status</i>	<i>Class</i>	<i>Filing Date</i>	<i>Application #</i>	<i>Registration Date</i>	<i>Registration Number</i>
BB Reign of Heros	US	Pending	9	2/ 3/97	75/234,813		
BB Science Toolkit	US	Registered	9	7/20/87	73/673,473	8/ 2/88	1,498,380
BB Software for Everywhere	US	Registered	9	10/19/90	74/107,187	7/14/92	1,701,079
BB SlayQuests	US	Registered	28	5/15/96	75/104,623	5/13/97	2,061,154
BB Stunts	US	Registered	28	1/ 4/91	74/128,126	8/25/92	1,710,179
BB Take No Prisoners	US	Pending	8	4/ 1/97	75/267,370		
BB The Amazing Writing Machine	US	Registered	9	5/17/95	74/674,992	4/23/96	1,969,945
BB The Ancient Art of War	US	Registered	28	5/ 6/85	73/536,162	10/22/85	1,366,854
BB The Backyard	US	Registered	9	6/28/93	74/406,267	6/ 6/95	1,698,022
BB The Playroom	US	Registered	9	6/28/90	74/073,748	11/ 5/91	1,663,236
BB The Print Shop	US	Registered	9	5/ 6/85	73/536,250	6/ 3/85	1,395,538
BB The Print Shop Essentials	US	Registered	9	5/ 6/98	75/480,194		
BB The Print Shop Signature Greetings	US	Pending	9	4/ 7/97	75/273,134		
BB The Treehouse	US	Registered	9	3/ 9/92	74/253,576	5/11/93	1,769,815
BB Think It Print It.	US	Pending	9	4/15/97	75/275,737		
BB Thinking Cap	US	Registered	9	7/31/87	73/675,709	3/ 8/88	1,479,477
BB Type!	US	Registered	9	7/20/87	73/673,485	12/20/88	1,517,669
BB VCR Companion	US	Registered	9	10/10/89	73/803,430	5/29/90	1,598,368

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<i>Owner Mark</i>	<i>Country</i>	<i>Status</i>	<i>Class</i>	<i>Filing Date</i>	<i>Application #</i>	<i>Registration Date</i>	<i>Registration Number</i>
BB Warbrecks	US	Pending	9	1/13/97	75/224,445		
BB Where In America's Past Is Carmen S	US	Registered	28	7/25/91	74/188,530	11/10/92	1,731,293
BB Where In Europe Is Carmen Sandiego	US	Registered	28	11/13/89	73/838,576	7/17/93	1,506,526
BB Where In Space Is Carmen Sandiego	US	Registered	28	6/16/93	74/402,188	3/1/94	1,824,498
BB Where In The U.S.A. Is Carmen Sand	US	Registered	28	7/20/87	73/673,482	4/5/88	1,483,655
BB Where In The U.S.A. Is Carmen Sand	US	Registered	28	9/13/93	74/434,730	12/20/94	1,868,463
BB Where In The World Is Carmen Sandi	US	Registered	41	3/1/93	74/362,817	12/7/93	1,809,666
BB Where In The World Is Carmen Sandi	US	Registered	41	3/1/93	74/380,404	6/14/94	1,840,136
BB Where In The World Is Carmen Sandi	US	Pending	9	5/14/97	75/291,775		
BB Where In The World Is Carmen Sandi	US	Registered	16	7/8/96	75/130,580	8/12/97	2,087,438
BB Where In The World Is Carmen Sandi	US	Pending	16	5/14/97	75/291,952		
BB Where In The World Is Carmen Sandi	US	Pending	28	5/14/97	75/291,953		
BB Where In The World Is Carmen Sandi	US	Pending	41	5/14/97	75/291,929		
BB Where In The World Is Carmen Sandi	US	Registered	28	8/5/85	73/551,947	2/18/86	1,383,516
BB Where In Time Is Carmen Sandiego?	US	Registered	28	11/13/89	73/837,934	7/17/90	1,606,525
BB Where In Time Is Carmen Sandiego?	US	Registered	41	7/1/96	75/127,431	2/3/98	2,135,018

END OF SCHEDULE I

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