TRADEMARK RECORDATION COVER SHEET

U.S. Patent and Trademark Office
Office of Public Records
Attn: Customer Services Counter
Crystal Gateway 4, 3rd Floor
1213 Jefferson Davis Highway, 3rd Floor
Arlington, Virginia 22202-3513

MLP 8.3.99

08-05-1999

101109120

8-3-99

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): EDUCATION INSIGHTS, INC. ☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☒ Corporation-State CALIFORNIA ☐ Other Additional name(s) conveying party(ies) attached: ☐ Yes ☒ No	2. Name and address of receiving party(ies): Name: WELLS FARGO BUSINESS CREDIT, INC. Street Address: 245 SOUTH LOS ROBLES AVENUE SUITE 600 City PASADENA State CA Zip 91101 ☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☒ Corporation-State MINNESOTA ☐ Other If assignee is not domiciled in the United States, A domestic representative designation is attached: ☐ Yes ☐ No (Designation must be a separate document from Assignment) Additional name(s) and address(es) attached: ☐ Yes ☒ No
3. Nature of conveyance: ☐ Assignment ☐ Merger ☒ Security Agreement ☐ Change of Name ☐ Other Execution Date: JUNE 28, 1999	
4. Application number(s) or registration number(s) 45 A. Trademark Application No(s): PLEASE SEE ATTACHED EXHIBIT B 08/04/1999 DNGUYEN 00000420 2247956 01 FC:481 40.00 OP 02 FC:482 1100.00 OP	B. Trademark Registration No(s):
5. Name and address of party to whom correspondence concerning documents should be mailed: Name: PERCY G. PORTER JR. Street Address: Kelley Drye & Warren LLP 777 South Figueroa Street, Suite 2700 City: Los Angeles State: CA Zip: 90017-5825	6. Total number of applications and registrations involved: 45 7. Total fee (37 CFR 3.41) $1140.00 ☒ Enclosed ☐ Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

9. 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.

PERCY G. PORTER JR.		08/02/99
Name of Person Signing	Signature	Date

EXHIBIT B

TRADEMARK REGISTRATIONS

	Mark	Registration Number	Registration Date
1.	Poppums	2,247,956	05/25/99
2.	Sugarcement	2,241,967	04/27/99
3.	Dueling Dino Dig	2,189,973	09/15/98
4.	Math Shark	2,184,629	08/25/98
5.	Geosafari Talking Globe	2,171,611	07/07/98
6.	Magnetic Explorer	2,143,128	03/10/98
7.	Light Writer	2,072,986	06/24/97
8.	Discovery Train	2,062,277	05/13/97
9.	Make-A-Mask	2,036,265	02/04/97
10.	Explorascope	2,022,745	12/17/96
11.	ExploraToy	2,022,734	12/17/96
12.	Critter Carnival	2,020,326	12/03/96
13.	Magniscope	2,015,173	11/12/96
14.	Bug Patrol	2,013,416	11/05/96
15.	Ant Factory	2,007,977	10/15/96
16.	Mystery Rock	2,007,972	10/15/96
17.	Magnetworks	2,007,971	10/15/96
18.	Magnetic Art	1,999,185	09/10/96
19.	Star Gazer	1,984,236	07/02/96
20.	Name That Country	1,981,262	06/18/96
21.	Antworks	1,943,244	12/19/95
22.	Word Arcade	1,906,687	07/18/95
23.	Math Factory	1,906,649	07/18/95
24.	GeoSafari	1,855,589	09/27/94
25.	MathSafari	1,823,716	02/22/94
26.	Math Safari	1,790,776	08/31/93

TRADEMARK
REEL: 001939 FRAME: 0272

	Mark	Registration Number	Registration Date
27.	I.Q. Games	1,653,145	08/06/91
28.	The Phonics Factory	1,627,019	12/11/90
29.	GeoSafari	1,616,873	10/09/90
30.	BrainBoosters	1,581,498	02/06/90
31.	Kitty Kat	1,449,615	07/28/87
32.	Clock-O-Dial	1,446,330	07/07/87
33.	FunThinkers	1,292,809	09/04/84
34.	Educational Insights	1,248,897	08/23/83

TRADEMARK APPLICATIONS

	Mark	Serial Number	Filing Date
1.	Learning Circle	75-644575	02/22/99
2.	Alpha Bug	75-632009	02/22/99
3.	Know It All	75-603902	12/11/98
4.	E Play	75-588841	11/16/98
5.	Launch Pad	75-527473	07/29/98
6.	Aquarium Watch	75-466492	04/13/98
7.	Hot Dots	75-398482	12/01/97
8.	Multimedia Plus	75-358311	09/17/97
9.	Star Hood	75-309592	06/16/97
10.	Star Max	75-305994	06/10/97
11.	Dino Jump-A-Saurus	75-291315	05/13/97

PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of June 28, 1999, is made by and between EDUCATIONAL INSIGHTS, INC., a California corporation whose address and principal place of business is 16941 Keegan Avenue, Carson, California 90746, (the "Debtor"), and WELLS FARGO BUSINESS CREDIT, INC., a Minnesota corporation whose address and principal place of business is 245 South Los Robles Avenue, Suite 600, Pasadena, California 91101 (the "Secured Party").

Recitals

The Debtor and the Secured Party have entered into a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter make certain loans or other financial accommodations to or for the account of the Debtor.

As a further condition to making any loan or other financial accommodation under the Credit Agreement or otherwise, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement).

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Trademarks" means all of the Debtor's right, title and interest in and to trademarks, service marks, collective membership marks, the respective goodwill

associated with each, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest, with power of sale to the extent permitted by law (the "Security Interest"), in the Patents and in the Trademarks to secure payment of the Obligations.

3. Representations, Warranties and Agreements. The Debtor hereby represents, warrants and agrees as follows:

(a) ***Existence; Authority.*** The Debtor is a corporation, having full power to and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Debtor have been duly authorized by all necessary action of the Debtor's board of directors, and if necessary its stockholders, and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its articles of incorporation or bylaws or any agreement presently binding on it. This Agreement has been duly executed and delivered by the Debtor and constitutes the Debtor's lawful, binding and legally enforceable obligation. The correct name of the Debtor is "Educational Insights, Inc." The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

(b) ***Patents.*** Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of registrations pertaining to the Patents as of the date hereof.

(c) ***Trademarks.*** Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all registrations pertaining thereto as of the date hereof.

(d) ***Title.*** The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all security interests, liens and encumbrances, except the Security Interest. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all security interests, liens and encumbrances, except the Security Interest, and (ii) will keep all Patents and Trademarks free and clear of all security interests, liens and encumbrances except the Security Interest.

(e) ***No Sale.*** The Debtor will not sell or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(f) ***Defense.*** The Debtor will at its own expense, and using its best efforts, protect and defend the Patents and Trademarks against all claims or demands of all persons other than the Secured Party.

TRADEMARK
REEL: 001939 FRAME: 0275

(g) ***Maintenance.*** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to register and all affidavits and renewals possible with respect to issued registrations. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit in support thereof, without first providing the Secured Party: (i) sufficient written notice, as provided in the Credit Agreement, to allow the Secured Party to timely pay any such maintenance fees or annuity which may become due on any of said Patents or Trademarks, or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, should such be necessary or desirable.

(h) ***Secured Party's Right to Take Action***. If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure.

(i) ***Costs and Expenses.*** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the highest rate then applicable to any of the Obligations.

(j) ***Power of Attorney.*** To facilitate the Secured Party's taking action under subsection (h) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney

TRADEMARK
REEL: 001939 FRAME: 0276

granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations (as defined therein).

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose

of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of California without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

WELLS FARGO BUSINESS CREDIT, INC.

By _____
David W. Larsen
Its Vice President

EDUCATIONAL INSIGHTS, INC.

By _____
Stephen E. Billis
Its Chief Financial Officer

TRADEMARK
REEL: 001939 FRAME: 0278

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On June 28, 1999 (Date), before me, Preston Eugene Howard, Notary Public (Name and Title of Officer (e.g. "Jane Doe, Notary Public")),

personally appeared Stephen E. Billis (Name of Signer(s)),

☐ personally known to me – **OR** – ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

PRESTON EUGENE HOWARD
Commission # 1189822
Notary Public - California
Los Angeles County
My Comm. Expires Jul 11, 2002

Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

☐ Individual
☒ Corporate Officer
Chief Financial Officer
Title(s)

☐ Partner(s) ☐ Limited ☐ General

☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is Representing:
Name of Person(s) or Entity(ies)
Educational Insights, Inc

DESCRIPTION OF ATTACHED DOCUMENT

Patent and Trademark Security Agreement
Title or Type of Document

Five (5)
Number of Pages

6/28/1999
Date of Document

David Larsen
Signer(s) Other Than Named Above

LA01/GARCD/141726.1

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California)
) ss.
COUNTY OF Los Angeles)

On June 28, 1999 (Date), before me, Preston Eugene Howard, Notary Public (Name and Title of Officer (e.g. "Jane Doe, Notary Public")),

personally appeared David Larsen (Name of Signer(s)),

☐personally known to me – **OR** – ☑ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

PRESTON EUGENE HOWARD
Commission # 1189822
Notary Public - California
Los Angeles County
My Comm. Expires Jul 11, 2002

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

☐ Individual
☑ Corporate Officer
Vice President
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is Representing:
Name of Person(s) or Entity(ies)
Wells Fargo Business Credit, Inc

DESCRIPTION OF ATTACHED DOCUMENT

Patent and Trademark Security Agreement
Title or Type of Document

5 (five)
Number of Pages

June 28, 1999
Date of Document

Stephen E Billis
Signer(s) Other Than Named Above

LA01/BOENJ/120196.1

RECORDED: 08/03/1999