

06-26-2001

R



Attorney Docket No.: 54144-0001

101761394

To the Honorable Commissioner of Patent and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Penton Overseas, Inc.
(a California corporation)

6-13-01

2. Name and address of receiving party(ies):

Sunrock Capital Corp.
11 Penn Center
1835 Market Street
Philadelphia, Pennsylvania 19103

3. Nature of conveyance:

 Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: May 17, 2001

Individual(s) citizenship:
 Association:
 General Partnership:
 Limited Partnership:
 Corporation-State: Delav
 Other:

06-13-2001
U.S. Patent & TMO/TM Mail Rcpt Dt. #10

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: Yes; No

(Designations must be a separate document from Assignment)

4. Application number(s) or registration number(s):

A. Trademark Application No.(s):

See attached schedule.

B. Trademark Registration No.(s):

See attached schedule. 75805652

5. Name and address of party to whom correspondence document should be mailed:

Margaret A. Delacruz
Legal Assistant
Morgan, Lewis & Bockius LLP
1800 M Street, N.W.
Washington, D.C. 20036

Telephone: 202-467-7738
Facsimile: 202-467-7176
E-Mail: mdelacruz@morganlewis.com

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41) Cal. 1 x \$40.00 = \$ 40.00
16 x \$25.00 = \$ 425.00
Total \$ 465.00

 Authorized to charge deposit account, if necessary.

8. Deposit account number: 13-4520

06/25/2001 TDIAZ1 00000078 75805652
DO NOT USE THIS SPACE

01 FC:481 40.00 00
02 FC:482 425.00 00
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.

Margaret A. Delacruz
Name of Person Signing

Signature

June 13, 2001
Date

Total number of pages including cover sheet, attachments and document:

Schedule A

| Mark | Serial No. | Registration No. | Status |
|---------------------------------|-------------------|-------------------------|---------------|
| Smart Kids and Design | 75-805,652 | | Pending |
| Smart Kids and Design | 75-805,633 | | Pending |
| Smart Kids and Design | 75-805,632 | | Pending |
| Smart Kids and Design | 75-804,455 | | Pending |
| Design Only | 75-611,345 | 2328738 | Registered |
| Design Only | 74-487,948 | 1892023 | Registered |
| Global Access | 74-499,948 | 1890902 | Registered |
| Immersion+ | 74-663,877 | 2014928 | Registered |
| Learn In Your Car | 75-611,135 | 2376831 | Registered |
| Learn In Your Car | 74-100,352 | 1655449 | Registered |
| Learn In Your Car and Design | 75-611,234 | 2337916 | Registered |
| Linguafun! | 75-043,970 | 2015862 | Registered |
| Lyric Language | 74-375,542 | 1808976 | Registered |
| Picture It! | 74-276,333 | 1745644 | Registered |
| Tales For Travellers | 75-108,836 | 2047888 | Registered |
| The Global Language Specialists | 74-276,332 | 1789178 | Registered |
| Traveltalk | 75-470,142 | 2256998 | Registered |
| Vocabulearn | 73-622,660 | 1438532 | Registered |

SECURITY AGREEMENT IN TRADEMARKS

This Security Agreement In Trademarks (this "Agreement") is made as of May 17, 2001, between PENTON OVERSEAS, INC., a California corporation ("Grantor"), and SUNROCK CAPITAL CORP. ("Secured Party")

RECITALS

A. Secured Party is providing financing to Grantor pursuant to a Loan and Security Agreement of even date herewith between Secured Party and Grantor (as amended from time to time, the "Loan Agreement"). Pursuant to the Loan Agreement, Grantor has granted to Secured Party a security interest in all of Grantor's present and future assets, including without limitation all of Grantor's present and future general intangibles, and including without limitation the "Trademarks" (as defined below), to secure all of its present and future indebtedness, liabilities, guaranties and other obligations to Secured Party.

B. To supplement Secured Party's rights in the Trademarks, Grantor is executing and delivering this Agreement.

NOW, THEREFORE, for valuable consideration, Grantor agrees as follows:

1. Assignment. To secure the complete and timely payment and performance of all "Obligations" (as defined in the Loan Agreement), and without limiting any other security interest Grantor has granted to Secured Party, Grantor hereby hypothecates to Secured Party and grants, assigns, and conveys to Secured Party a security interest in Grantor's entire right, title, and interest in and to all of the following, now owned and hereafter acquired (collectively, the "Collateral"):

(a) Registered Trademarks and Applications for Trademark Registrations. All of Grantor's present and future United States registered trademarks and trademark registrations, including, without limitation, the registered trademarks listed in Schedule A to this Agreement and all of Grantor's present and future applications for trademark registrations (collectively, the "Registered Trademarks"), any and all royalties, payments, and other amounts payable to Grantor in connection with the Registered Trademarks, all re-issues, divisions, continuations, renewals, extensions and continuations-in-part of the Registered Trademarks, the right (but not the obligation) to recover for all past, present, and future infringements of the Registered Trademarks, together with the goodwill and assets of the business to which each of the Trademarks relate (the "Associated Goodwill"), and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.

(b) Unregistered Trademarks. All of Grantor's present and future trademarks which are not registered in the United States Patent and Trademark Office (the "Unregistered Trademarks"), whether now owned or hereafter acquired, including without limitation the Unregistered Trademarks listed in Schedule B to this Agreement, any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Trademarks, all re-issues, divisions, continuations, renewals, extensions and continuations-in-part of the Unregistered Trademarks, the right (but not the obligation) to recover for all past, present, and future infringements of the Unregistered Trademarks, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Trademarks and the Unregistered Trademarks collectively are referred to herein as the "Trademarks."

(c) Goodwill. All goodwill and assets of the business to which each of the Trademarks relate (the "Associated Goodwill").

(d) Licenses. All of Grantor's right, title and interest in and to any and all present and future license agreements with respect to the Trademarks, including without limitation the license agreements listed in Schedule C to this Agreement (the "Licenses").

(e) Accounts Receivable. All present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to the Trademarks.

(f) Proceeds. All cash and non-cash proceeds of any and all of the foregoing.

2. Representations. Grantor represents and warrants that:

(a) Each of the Trademarks is valid and enforceable (except to the extent that the Unregistered Trademarks must be registered to be enforced);

(b) Except for the security interest granted hereby and the non-exclusive licenses granted to Grantor's licensees with respect to the Trademarks in the ordinary course of business of Grantor, Grantor is (and upon creation of all future Trademarks, will be) the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the Trademarks and other Collateral, free and clear of any liens, charges, or encumbrances;

(c) There is no pending claim that the use of any of the Trademarks does or may infringe upon or violate the rights of any third person nor does Grantor have knowledge of any pending or threatened infringement of any of the Trademarks by any third person.

(d) Listed on Schedules A and B are all Trademarks owned by Grantor, in which Grantor has an interest, or which are used in Grantor's business.

(e) Listed on Schedule C are all Licenses to which Grantor is a party.

(f) Each employee, agent and/or independent contractor who has participated in the creation of the property constituting the Collateral has either executed an assignment of his or her rights of authorship to Grantor or is an employee of Grantor acting within the scope of his or her employment and was such an employee at the time of said creation.

(g) All of Grantor's present and future software, computer programs and other works of authorship subject to United States trademark protection, the sale, licensing or other disposition of which results in royalties receivable, license fees receivable, accounts receivable or other sums owing to Grantor (collectively, "Receivables"), have been and shall be registered with the United States Patent and Trademark Office prior to the date Grantor requests or accepts any loan from Secured Party with respect to such Receivables and prior to the date Grantor includes any such Receivables in any accounts receivable aging, borrowing base report or certificate or other similar report provided to Secured Party, and Grantor shall provide to Secured Party copies of all such registrations promptly upon the receipt of the same.

(h) Grantor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks.

(i) Grantor has used, and its permitted licensees and sublicensees have used, and will continue to use for the duration of this Agreement, consistent standards of quality in its provision of services and manufacture of products sold under the Trademarks, which standards shall be at least equivalent to the standards used by Grantor as of the date of this Agreement, and Grantor will make or permit no change with respect thereto without the prior written consent of Secured Party;

3. Covenants. Until all of the Obligations have been satisfied in full and the Loan Agreement has terminated:

(a) Grantor shall not grant a security interest in any of the Trademarks or other Collateral to any other person and shall not enter into any agreement or take any action that is inconsistent with Grantor's obligations hereunder or Grantor's other Obligations or would impair Secured Party's rights, under this Agreement or otherwise, without Secured Party's prior written consent.

(b) Grantor shall use its best efforts to preserve and defend Grantor's rights in the Trademarks unless Grantor, with the concurrence of Secured Party, reasonably determines that a Trademark is not worth preserving or defending.

(c) Grantor shall not, directly or indirectly, sell, assign, lease, transfer, abandon or otherwise dispose of any Trademarks to any other Person (except as permitted by Section 4 below).

4. License Rights. Grantor may license or sublicense the Trademarks only in the ordinary course of business and only on a non-exclusive basis, and only to the extent of Grantor's rights and subject to Secured Party's security interest and Grantor's obligations under this Agreement.

5. Secured Party May Supplement. Grantor authorizes Secured Party to modify this Agreement by amending Schedule A or B to include any future trademarks to be included in the Trademarks. Grantor shall from time to time (but not less frequently than once per month update the lists of Registered Trademarks and Unregistered Trademarks on Schedules A and B and lists of License Agreements on Schedule C as Grantor obtains or acquires trademarks or grants or obtains licenses in the future. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedules A or B or C shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Trademarks, whether or not listed on Schedule A or B and all license agreements whether or not listed on Schedule C.

6. Default. Upon an Event of Default (as defined in the Loan Agreement) Secured Party shall have, in addition to all of its other rights and remedies under the Loan Agreement, all rights and remedies of a secured party under the Uniform Commercial Code (as enacted in any jurisdiction in which the Trademarks or other Collateral are located or deemed to be located) or other applicable law, including without limitation, the right to contact all persons obligated to Grantor on any Collateral or Proceeds and to instruct such persons to deliver all Collateral and/or Proceeds directly to Secured Party. It is agreed that public or private sales, for cash or on credit, to a wholesaler or retailer or investor, or user of property of the types subject to this Agreement, or public auction, are all commercially reasonable since differences in the sales prices generally realized in the different kinds of sales are ordinarily offset by the differences in the costs and credit risks of such sales. While an Event of Default exists: (a) Grantor will deliver to Secured

Party from time to time, as requested by Secured Party, current lists of all Collateral and Proceeds; (b) Grantor will not dispose of any of the Collateral or Proceeds except on terms approved by Secured Party; (c) at Secured Party's request, Grantor will assemble and deliver all Collateral and Proceeds, and books and records pertaining thereto, to Secured Party at a reasonably convenient place designated by Secured Party; and (d) Secured Party may, without notice to Grantor, enter onto Grantor's premises and take possession of the Collateral.

7. Fees and Expenses. On demand by Secured Party, without limiting any of the terms of the Loan Agreement, Grantor shall pay all reasonable fees, costs, and expenses (including without limitation reasonable attorneys' fees and legal expenses) incurred by Secured Party in connection with (a) preparing this Agreement and all other documents relating to this Agreement, (b) consummating this transaction, (c) filing or recording any documents (including all taxes in connection therewith) in public offices; and (d) paying or discharging any taxes, counsel fees, maintenance fees, encumbrances, or other amounts in connection with protecting, maintaining, or preserving the Trademarks or the Associated Goodwill or defending or prosecuting any actions or proceedings arising out of or related to the Trademarks or the Associated Goodwill.

8. Secured Party's Rights. In the event that Grantor fails to use its best efforts to preserve and defend Grantor's rights in the Trademarks and the Associated Goodwill (except as permitted by paragraph 3(c) hereof) within a reasonable period of time after learning of the existence of any actual or threatened infringement thereof, upon ten (10) days prior written notice to Grantor, Secured Party shall have the right, but shall in no way be obligated to, bring suit or take any other action, in its own name or in Grantor's name, to enforce or preserve Secured Party's or Grantor's rights in the Trademarks and the Associated Goodwill. Grantor shall at the request of Secured Party and at Grantor's expense do any lawful acts and execute any documents requested by Secured Party to assist with such enforcement. In the event Grantor has not taken action to enforce or preserve Secured Party's and Grantor's rights in the Trademarks and the Associated Goodwill and Secured Party thereupon takes such action, Grantor, upon demand, shall promptly reimburse and indemnify Secured Party for all costs and expenses incurred in the exercise of Secured Party's or Grantor's rights under this Section 7.

9. No Waiver. No course of dealing between Grantor and Secured Party, nor any failure to exercise nor any delay in exercising, on the part of Secured Party, any right, power, or privilege under this Agreement or under the Loan Agreement or any other agreement, shall operate as a waiver. No single or partial exercise of any right, power, or privilege under this Agreement or under the Loan Agreement or any other agreement by Secured Party shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege by Secured Party.

10. Rights Are Cumulative. All of Secured Party's rights and remedies with respect to the Trademarks, Associated Goodwill and other Collateral whether established by this Agreement, the Loan Agreement, or any other documents or agreements, or by law shall be cumulative and may be exercised concurrently or in any order.

11. Patent and Trademark Office. At the request of Secured Party, Grantor shall execute any further documents necessary or appropriate to create and perfect Secured Party's security interest in the Trademarks, including without limitation any documents for filing with the United States Patent and Trademark Office and/or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured

Party's interest in the Trademarks with the United States Patent and Trademark Office, at the expense of Grantor.

12. Indemnity. Grantor shall protect, defend, indemnify, and hold harmless Secured Party and Secured Party's assigns from all liabilities, losses, and costs (including without limitation reasonable attorneys' fees) incurred or imposed on Secured Party relating to the matters in this Agreement, including, without limitation, in connection with Secured Party's defense of any infringement action brought by a third party against Secured Party.

13. Severability. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

14. Amendments; Entire Agreement. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 5 of this Agreement. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement. This Agreement, the other Financing Agreements, any supplements hereto or thereto, and any instruments or documents delivered or to be delivered in connection herewith or therewith represents the entire agreement and understanding concerning the subject matter hereof and thereof between the parties hereto, and supersede all other prior agreements, understandings, negotiations and discussions, representations, warranties, commitments, proposals, offers and contracts concerning the subject matter hereof, whether oral or written.

15. Further Assurances. At Secured Party's request, Grantor shall execute and deliver to Secured Party any further instruments or documentation, and perform any acts, that may be reasonably necessary or appropriate to implement this Agreement, the Loan Agreement or any other agreement, and the documents relating thereto, including without limitation any instrument or documentation reasonably necessary or appropriate to create, maintain, perfect, or effectuate Secured Party's security interests in the Trademarks, Associated Goodwill or other Collateral.

16. Release. At such time as Grantor shall completely satisfy all of the Obligations and the Loan Agreement shall be terminated, Secured Party shall execute and deliver to Grantor all assignments and other instruments as may be reasonably necessary or proper to terminate Secured Party's security interest in the Trademarks, Associated Goodwill and other Collateral, subject to any disposition of the Trademarks, Associated Goodwill and other Collateral which may have been made by Secured Party pursuant to this Agreement. For the purpose of this Agreement, the Obligations shall be deemed to continue if Grantor enters into any bankruptcy or similar proceeding at a time when any amount paid to Secured Party could be ordered to be repaid as a preference or pursuant to a similar theory, and shall continue until it is finally determined that no such repayment can be ordered.

17. True and Lawful Attorney. Grantor hereby appoints Secured Party as Grantor's true and lawful attorney, with full power of substitution, to do any or all of the following, in the name, place and stead of Grantor: (a) execute an abstract of this Agreement or any other document describing Secured Party's interest in the Trademarks and Associated Goodwill, for

filing with the United States Patent and Trademark Office; (b) execute any modification of this Agreement pursuant to Section 5 of this Agreement; and (c) following an Event of Default (as defined in the Loan Agreement) execute any assignments, notices or transfer documents for purposes of transferring title or right to receive any of the Trademarks, Associated Goodwill or other Collateral to any person, including without limitation Secured Party.

18. Successors. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided that Grantor may not transfer any of the Collateral or any rights hereunder, without the prior written consent of Secured Party, except as specifically permitted hereby.

19. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Pennsylvania, excluding its conflict of law rules to the extent such rules would apply the law of another jurisdiction, and the United States.

20. Service of Process. Grantor irrevocably consents and submits to the non-exclusive jurisdiction of the State and Federal Courts located within the Commonwealth of Pennsylvania and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or any of the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Grantor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Grantor or its property). Grantor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth above on the signature pages hereof and service so made shall be deemed to be completed three (3) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Grantor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Grantor shall appear in answer to such process, failing which Grantor shall be deemed in default and judgment may be entered by Secured Party against Grantor for the amount of the claim and other relief requested.

21. **WAIVER OF JURY TRIAL. GRANTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. GRANTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT GRANTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT**

**WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES
HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.**

22. Notices. All notices, requests and demands hereunder shall be in writing and (a) made to Secured Party or Grantor at their respective addresses set forth below, or to such other address as either party may designate by written notice to the other in accordance with this provision, and (b) deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing

If to Secured Party: Sunrock Capital Corp. Sunrock Capital Corp.
11 Penn Center
1835 Market Street
Philadelphia, Pennsylvania 19103
Attention: Tom Romanowski
Facsimile: 215.979.7679
Telephone: 215.979.7650

With a copy to:
Sunrock Capital Corp.
633 S. Brea Blvd.
Brea, California 92821
Attention: Robert Brady
Facsimile: 714-256-4449
Telephone: 714-256-4443

If to Grantor: Penton Overseas, Inc. Penton Overseas, Inc.
2470 Impala Drive
Carlsbad, California 92008
Attention: Hugh V. Penton
Facsimile: 760-431-8110
Telephone: 760-431-0060

WITNESS the execution hereof as of the date first written above.

Grantor:

PENTON OVERSEAS, INC.

By: 

Name: HUGH V. PENTON

Title: PRESIDENT

Accepted.

Secured Party:

SUNROCK CAPITAL, INC.

By: 

Name: THOMAS M. ROMANOWSKI

Title: VP

**Schedule A
to
Security Agreement in Trademarks**

Registered Trademarks

| Owner | Mark | Serial/Registration No. | Status | Goods and Services |
|-----------------------|-----------------------|--------------------------------|---------------|---|
| Penton Overseas, Inc. | Smart Kids and Design | 75-805,656 | | Linen, namely, table cloths, napkins, and place mats; towels, namely, kitchen towels, tea towels, bath towels and beach towels; bed sheets |
| Penton Overseas, Inc. | Smart Kids and Design | 75-805,652 | Pending | Toys, namely, card games, board games and equipment sold as a unit for playing; mechanical action toys; electrical action toys; talking toys; bath toys; children's multiple activity toys; baby multiple activity toys; plush toys; party favors in the nature of small toys; musical toys; toy instruments, namely, toy pianos; toy watches |
| Penton Overseas, Inc. | Smart Kids and Design | 75-805,634 | | Men's, women's and children's clothing, namely, t-shirts, jackets, shirts, pants, shorts, skirts, dresses, hats, tights, mittens, gloves, footwear, socks, hosiery, sleepwear, sweat pants, and sweat shirts |
| Penton Overseas, Inc. | Smart Kids and Design | 75-805,633 | Pending | Backpacks; book bags; tote bags; all purpose sports bags; overnight bags; beach bags; diaper bags |
| Penton Overseas, Inc. | Smart Kids and Design | 75-805,632 | Pending | Clocks; alarm clocks; clocks incorporating radios; watches |
| Penton Overseas, Inc. | Smart Kids and Design | 75-804,455 | Pending | Printed matter, namely, stationery writing paper and envelopes, stationery portfolios, stationery boxes, and stationery folders; autograph books; baby books; appointment books; children's |

| Owner | Mark | Serial/Registration No. | Status | Goods and Services |
|-----------------------|-----------------------|-------------------------|--------|--|
| Penton Overseas, Inc. | Smart Kids and Design | 75-804,427 | | <p>activity books; children's story and picture books; recipe books; albums for photographs and scrapbooks; address books; paper party decorations; paper banners; plastic place mats; paper place mats; pencils; pocket calendars; stickers; diaries; gift cards; gift wrapping paper and bows made of paper; printed invitations; paper table cloths and napkins; writing pads; and postcards</p> <p>Motion picture films, featuring educational subjects in the field of foreign language, mathematics, phonics, geography, history, science, reading vocabulary, social studies, and social manners; digital formats, namely CD-Roms featuring educational subjects in the field of foreign language, mathematics, phonics, geography, history, science, reading, vocabulary, social studies, and social manners, and instructions manuals and workbooks sold as a unit, pre-recorded audio cassettes and video tapes featuring educational subjects in the field of foreign language, mathematics, phonics, geography, history, science, reading, vocabulary, social studies, and social manners, and instructions manuals and workbooks sold as a unit, laser discs and digital video discs (DVDS) featuring educational subjects in the field of foreign language, mathematics, phonics, geography,</p> |

| Owner | Mark | Serial/Registration No. | Status | Goods and Services |
|-----------------------|------------------------------|-------------------------|------------|--|
| Penton Overseas, Inc. | Design Only | 75-611,345 | Registered | history, science, reading, vocabulary, social studies, and social manners, and instructions manuals and workbooks sold as a unit Pre-recorded media, namely, cassette tapes, audio discs, compact discs or CDs, and manuals and guides sold together as a unit featuring language instruction; pre-recorded media, namely, cassette tapes and manuals and guides sold together as a unit featuring a wide range of informational subjects, namely self-improvement and self-help topics, accent reduction, vocabulary instruction, gardening, wines, wedding planners, food and cooking |
| Penton Overseas, Inc. | Learn In Your Car and Design | 75-611,234 | Registered | Pre-recorded media, namely, cassette tapes, audio discs, compact discs or CDs, and manuals and guides sold together as a unit featuring language instruction; prerecorded media, namely, cassette tapes and manuals and guides sold together as a unit featuring a wide range of informational subjects, namely, self-improvement and self-help topics, accent reduction, vocabulary instruction, gardening, wines, wedding planners, food and cooking |
| Penton Overseas, Inc. | Learn In Your Car | 75-611,135 | Registered | Pre-recorded media, namely, cassette tapes, audio discs, compact discs or CDs, and manuals and guides sold together as a unit featuring language instruction; prerecorded media, namely, cassette |

| Owner | Mark | Serial/Registration No. | Status | Goods and Services |
|-----------------------|----------------------|-------------------------|------------|--|
| Penton Overseas, Inc. | Smart Kids | 75-552,983 | | tapes and manuals and guides sold together as a unit featuring a wide range of informational subjects, namely, self-improvement and self-help topics, accent reduction, vocabulary instruction, gardening, wines, wedding planners, food and cooking |
| Penton Overseas, Inc. | Hear/Say | 75-552,982 | | Pre-recorded audio and video tapes relating to educational subjects in the field of social studies, history, grammar, English, social manners and science (Int. Cl. 16) printed matter, namely books, pamphlets and manuals relating to educational subjects in the field of social studies, history, grammar, English, social manners and science |
| Penton Overseas, Inc. | Traveltalk | 75-470,142 | Registered | Pre-recorded audio tapes featuring foreign language instructions and printed matter, namely, books featuring English-foreign language translation and interpretation, sold as a unit |
| Penton Overseas, Inc. | Tales For Travellers | 75-108,836 | Registered | Series of pamphlets containing short stories |
| Penton Overseas, Inc. | Linguafun! | 75-043,970 | Registered | Card games for learning foreign languages |
| Penton Overseas, Inc. | Immersion+ | 74-663,877 | Registered | Series of pre-recorded audio cassette tapes for learning a foreign language and printed text guides, sold as a unit |

| Owner | Mark | Serial/Registration No. | Status | Goods and Services |
|-----------------------|---------------------------------|-------------------------|------------|---|
| Penton Overseas, Inc. | Global Access | 74-499,948 | Registered | Audio cassette tapes for learning a foreign language and printed text guides, sold as a unit |
| Penton Overseas, Inc. | Design Only | 74-487,948 | Registered | Educational software, namely software which assists a user in learning foreign languages or English as a second language; series of pre-recorded video and audio cassettes featuring instruction in foreign languages, and instruction in general interest areas, namely gardening, cooking, wines, stress management, wedding planning, and vocabulary |
| Penton Overseas, Inc. | Lyric Language | 74-375,542 | Registered | Pre-recorded audio tapes, pre-recorded video tapes and computer software recorded on magnetic media, all sold separately with user booklets and featuring foreign language instruction |
| Penton Overseas, Inc. | Global Access | 74-279,897 | | Computer software recorded on magnetic media for use in learning a foreign language and user manuals, sold as a unit |
| Penton Overseas, Inc. | Picture It! | 74-276,333 | Registered | Computer software recorded on magnetic media for use in learning a foreign language and user manuals, sold as a unit |
| Penton Overseas, Inc. | The Global Language Specialists | 74-276,332 | Registered | Computer software for use in learning a foreign language and user manuals, sold as a unit; pre-recorded audio cassettes used in learning a foreign language and user manuals, sold as a unit |

| Owner | Mark | Serial/Registration No. | Status | Goods and Services |
|-----------------------|---------------------------------|-------------------------|------------|---|
| Penton Overseas, Inc. | Lyric Language | 74-268,592 | | Educational audio tape program for use in the field foreign language learning; audio tape containing original words and music, transcribed into accompanying booklet, with each song printed in two languages |
| Penton Overseas, Inc. | Global Access | 74-145,405 | | Educational computer software for use in the field of foreign language learning. Disks containing words and phrases with pictures and sound in a lesson plan format |
| Penton Overseas, Inc. | Design Only | 74-102,128 | | Educational software and audio cassette books |
| Penton Overseas, Inc. | The Global Language Specialists | 74-102,127 | | Audio, computer software (Int. Cl. 16) written texts of foreign language and ESOL courses |
| Penton Overseas, Inc. | Picture It | 74-102,126 | | Educational computer software for use in the field of foreign language learning. Disks containing word lists with pictures in a dictionary format |
| Penton Overseas, Inc. | Learn In Your Car | 74-100,352 | Registered | Pre-recorded audio cassette tapes featuring language instruction |
| Penton Overseas, Inc. | Vocabulearn/CE | 73-801,629 | | Computer programs and instructional manuals sold as a unit for learning foreign languages. |
| Penton Overseas, Inc. | Tapeguide | 73-801,628 | | Audio cassette featuring tour narration |
| Penton Overseas, Inc. | Vocabulearn | 73-622,660 | Registered | Pre-recorded language instruction on audio cassette tapes with accompanying dictionary |

Schedule B
to
Security Agreement in Trademarks
Unregistered Trademarks

[None]

Schedule C
to
Security Agreement in Trademarks

License Agreements

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| French In A Box™ | Communication Training Assoc. PO Box 10651, Bakersfield, CA 93389 |
| Spanish In A Box™ | Communication Training Assoc. PO Box 10651, Bakersfield, CA 93389 |
| Fast Track™ | GAA Corporation, 33 Portman Road New Rochelle, NY |
| Accent Reduction Made Easy™ | Jane Wellborn, 482 Seminole Avenue, NE Atlanta, GA 30307 |
| English at Work™ | Carson/McMastr Int'l., 1588 Valecroft Ave., Westlake Village, CA 91361 |
| Spanish at Work™ | Barbara Thuro, P.O. Box 2132, Vista, CA 92085 |
| Cruise Control™ | Cruise Concepts, Inc. P.O. Box 147, Spring Valley, IL 61362 |
| Road Scholar™ | Communication Trainins Assoc., P.O. Box 10651, Bakersfield, CA 93389 |
| Hear-Say™ | Communication Trainins Assoc., P.O. Box 10651, Bakersfield, CA 93389 |
| Geo-Fish™ | Communication Trainins Assoc., P.O. Box 10651, Bakersfield, CA 93389 |
| Phonics Video Tutor™ | |
| Elementary Math Video Tutor™ | |