

R

08-20-2001

ER SHEET

U.S. DEPARTMENT OF Patent and Trademark



NY 8-14-01

Tab settings

To the Honorable Commissioner of

attached original documents or copy thereof.

1. Name of conveying party(ies): Delta Education, LLC

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State DE, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

August 8, 2001

Execution Date:

2. Name and address of receiving

Name: Heller Financial, Inc., as Agent

Internal Address:

Street Address: 500 West Monroe St.

City: Chicago State: IL Zip: 60661

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation State Delaware, Other

If assignee is not domiciled in the United States, a designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark

A. Trademark Application No.(s) See exhibit A attached hereto.

B. Trademark Registration See exhibit A attached hereto.

Additional numbers attached? Yes

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

Name: Brad Davis

Internal Address: Reed fax

Street Address: 2001 Jefferson Davis Hwy, Suite 1267

City: Arlington Stat VA ZIP 22202

6. Total number of applications and registrations

42

7. Total fee (37 CFR) \$ 1,065.00

- Enclosed, Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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

08/20/2001 10:21 AM 00000000 401652

01 FC:481 Todd Ramstrom 40.00 OP 02 FC:482 Name of Person 1065.00 OP

Todd Ramstrom Signature

08/10/01 Date

Total number of pages including cover sheet, attachments, and document: 14

Exhibit A
Pg 1 of

Appendix "A"
DELTA EDUCATION, INC.
LIST OF TRADEMARKS

Country	Trademark	App. No	Reg. No.	Filing Date	Status	Reg. Date
Canada	ROW RACES	1,091,652		Jan. 2, 2001	Pending	
United States	A CLEAR VIEW		2463291	June 25, 1999	Registered	June 26, 2001
United States	ADVENTURES IN LEARNING		1989854	June 28, 1995	Registered	July 30, 1996
United States	BASE TEN FRIES		2343563	June 25, 1999	Registered	April 18, 2000
United States	BECAUSE CHILDREN LEARN BY DOING		1907146	Jan. 18, 1994	Registered	July 25, 1995
United States	CUBE-O-GRAM		999063	Dec. 26, 1973	Registered/ Renewed	Nov. 26, 1974 Dec. 7, 1994
United States	DECIMAL DOG		2368405	June 25, 1999	Registered	July 18, 2000
United States	DELTA EDUCATION		2343043	Feb. 11, 1999	Registered	April 18, 2000
United States	DELTA EDUCATION & DESIGN		2374672	Feb. 11, 1999	Registered	August 8, 2000
United States	DELTA EDUCATION SCIS 3		1783147	March 13, 1992	Registered	July 20, 1993
United States	DIAL-A-DIGIT		2458617	Dec. 7, 1999	Registered	June 5, 2001
United States	DIAL-A-DOLLAR		2458616	Dec. 7, 1999	Registered	June 5, 2001
United States	DIAL-A-FRACTION		2462810	Dec. 7, 1999	Registered	June 19, 2001

182468.1

Exhibit A
Pg 2 of 4

<u>Country</u>	<u>Trademark</u>	<u>App. No</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Status</u>	<u>Reg. Date</u>
United States	DIAL-A-PATTERN	76/184,135		Dec. 20, 2000	Pending	
United States	DIAL-A-SHAPE	76/184,139		Dec. 20, 2000	Pending	
United States	DIAL-A-TIME		2456424	Dec. 7, 1999	Registered	May 29, 2001
United States	DIAL-A-TRIAL	76/184,137		Dec. 20, 2000	Pending	
United States	DIAL-A-VARIABLE	76/184,138		Dec. 20, 2000	Pending	
United States	DIAL-A-VOLUME	76/184,136		Dec. 20, 2000	Pending	
United States	DR. DO-MORE	75/845,752		Nov. 9, 1999	Pending (Published)	
United States	FAST FOOD FOR THOUGHT		1877608	Feb. 14, 1994	Registered	Feb. 7, 1995
United States	FRACTION BURGER		2362067	June 24, 1999	Registered	June 27, 2000
United States	FRACTIONOES		2462811	Dec. 7, 1999	Registered	June 19, 2001
United States	FUNCTION SHAKE	75/943,608		March 14, 2000	Published April 20, 2001	
United States	HEXAGONOES	75/736,752				
United States	MATH IN A NUTSHELL		2458341	July 9, 1999	Registered	June 5, 2001
United States	MATH TUNE-UPS	76,007,111		March 22, 2000	Pending (Suspended)	
United States	MILLENNIUM MATH	75/673,731		April 1, 1999	Notice of Allowance (ITU) April 18, 2000	
United States	PERCENT PIE	75/942,267		March 13, 2000	Published Feb. 27, 2001	

Exhibit A
Pg 36f4

<u>Country</u>	<u>Trademark</u>	<u>App. No</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Status</u>	<u>Reg. Date</u>
United States	PROFESSOR PETE	75/861,897		Dec. 1, 1999	Published Dec. 26, 2000	
United States	PROFESSOR PETE'S	75/889094		Jan. 6, 2000	Approved for Publication January 25, 2001, published for opposition 6/12/01	
United States	ROW RACES	76/200,475		Jan. 26, 2001	Pending	
United States	SCIENCE IN A NUTSHELL		2370886	July 14, 1999	Registered	July 25, 2000
United States	SCIENCE VIEW	75/744,687		July 7, 1999	Published Dec. 19, 2000	
United States	SCIS 3	74/084,892		Aug. 6, 1990	Abandoned March 29, 1992	
United States	SHH...SHAPES	75/873,882		Dec. 17, 1999	Published Jan. 9, 2001	
United States	TEACHER'S CHOICE		1978333	June 21, 1995	Registered	June 4, 1996
United States	WITNESS THE WONDER OF SCIENCE	75/736,756		June 25, 1999	Published April 25, 2000	

Exhibit A
Pg 4 of 4

Appendix "A"
CAMBRIDGE PHYSICS OUTLET
LIST OF TRADEMARKS

<u>Country</u>	<u>Trademark</u>	<u>Owner</u>	<u>App. No</u>	<u>Filing Date</u>	<u>Status</u>
United States	CPO	Cambridge Physics Outlet	75/911,256	Feb. 4, 2000	Abandoned April 9, 2001
United States	FEARLESS CHEMISTRY	Cambridge Physics Outlet	75,911,253	Feb. 4, 2000	Approved for Publication on April 2, 2001 Published for opposition
United States	FEARLESS MATH	Cambridge Physics Outlet	74/911,255	Feb. 4, 2000	Approved for Publication on April 2, 2001 Published for opposition
United States	FEARLESS PHYSICS	Cambridge Physics Outlet	75/911,254	Feb. 4, 2000	Approved for Publication on April 2, 2001 Published for opposition
United States	FEARLESS SCIENCE	Cambridge Physics Outlet	75/911,252	Feb. 4, 2000	Approved for Publication on April 2, 2001 Published for opposition

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of this 8th day of August, 2001 by DELTA EDUCATION, LLC, a Delaware limited liability company ("**Grantor**") in favor of HELLER FINANCIAL, INC., a Delaware corporation, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("**Grantee**"):

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "**Credit Agreement**") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "**Security Agreement**"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created or acquired:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any such Trademark, or (b) injury to the goodwill associated with any such Trademark.

3. Reserved.

4. Restrictions on Future Agreements. Grantor agrees that until termination of the Revolving Loan Commitment and payment or satisfaction in full of all monetary Obligations (other than contingent obligations to the extent no unsatisfied claim in respect thereof has been asserted and other than with respect to all Letters of Credit to the extent cash collateralized as provided in subsection 6.3 of the Credit Agreement), Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or grant any license under, any Trademark (except that Grantor may license a Trademark to a Licensee in the Ordinary Course of Business), and Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would adversely affect the validity or enforcement of the rights transferred to Grantee under this Agreement.

5. Product Quality. Grantor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Grantor agrees that Grantee, or a conservator appointed by Grantee, shall have the right to establish such additional product quality controls as Grantee, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

6. Grantee's Right to Sue. After an Event of Default has occurred and is continuing, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this Section 6.

7. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary for Grantee in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until termination of the Revolving Loan Commitment and payment or satisfaction in full of all Obligations (other than contingent obligations to the extent no unsatisfied claim in respect thereof has been asserted and other than with respect to all Letters of Credit to the extent cash collateralized as provided in

subsection 6.3 of the Credit Agreement). Grantor hereby further acknowledges and agrees that the use by Grantee of the Trademarks shall be worldwide, except as limited by their terms or the terms of any license or agreement with respect thereto, and without any liability for royalties or related charges from Grantee to Grantor.

*-Remainder of Page Intentionally Left Blank-
[Signature Page Follows]*

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

DELTA EDUCATION, LLC, a Delaware
limited liability company

By: 

Name: Daniel M Kortick

Title: Vice President

Agreed and Accepted
As of the Date First Written Above

HELLER FINANCIAL, INC., as Agent

By: 

Name: Jeffrey S. Kilrea

Title: Senior Vice President

Trademark Security Agreement

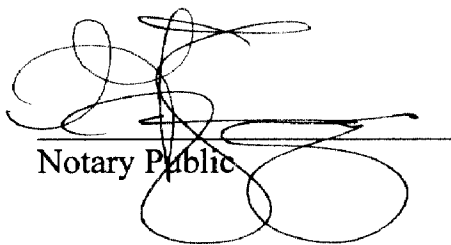
TRADEMARK
REEL: 002351 FRAME: 0169

ACKNOWLEDGEMENT

STATE OF NY)
COUNTY OF NY) ss.

On the 8th day of August, 2001, before me personally appeared Daniel M. Kortick to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that he is Vice President of Delta Education, LLC, a Delaware limited liability company described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said limited liability company by duly authorized order; and that he acknowledged said instrument to be the free act and deed of said limited liability company.

GIOIA LIGOS
Notary Public, State of New York
No. 02LI6046492
Qualified in New York County
Commission Expires August 14 2002


Notary Public

My commission expires:

Trademark Security Agreement

TRADEMARK
REEL: 002351 FRAME: 0170

SCHEDULE 1

See Attached

Appendix "A"
 DELTA EDUCATION, INC.
LIST OF TRADEMARKS

<u>Country</u>	<u>Trademark</u>	<u>App. No</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Status</u>	<u>Reg. Date</u>
Canada	ROW RACES	1,091,652		Jan. 2, 2001	Pending	
United States	A CLEAR VIEW		2463291	June 25, 1999	Registered	June 26, 2001
United States	ADVENTURES IN LEARNING		1989854	June 28, 1995	Registered	July 30, 1996
United States	BASE TEN FRIES		2343563	June 25, 1999	Registered	April 18, 2000
United States	BECAUSE CHILDREN LEARN BY DOING		1907146	Jan. 18, 1994	Registered	July 25, 1995
United States	CUBE-O-GRAM		999063	Dec. 26, 1973	Registered/ Renewed	Nov. 26, 1974 Dec. 7, 1994
United States	DECIMAL DOG		2368405	June 25, 1999	Registered	July 18, 2000
United States	DELTA EDUCATION		2343043	Feb. 11, 1999	Registered	April 18, 2000
United States	DELTA EDUCATION & DESIGN		2374672	Feb. 11, 1999	Registered	August 8, 2000
United States	DELTA EDUCATION SCIS 3		1783147	March 13, 1992	Registered	July 20, 1993
United States	DIAL-A-DIGIT		2458617	Dec. 7, 1999	Registered	June 5, 2001
United States	DIAL-A-DOLLAR		2458616	Dec. 7, 1999	Registered	June 5, 2001
United States	DIAL-A-FRACTION		2462810	Dec. 7, 1999	Registered	June 19, 2001

182468.1

<u>Country</u>	<u>Trademark</u>	<u>App. No</u>	<u>Reg No.</u>	<u>Filing Date</u>	<u>Status</u>	<u>Reg. Date</u>
United States	DIAL-A-PATTERN	76/184,135		Dec. 20, 2000	Pending	
United States	DIAL-A-SHAPE	76/184,139		Dec. 20, 2000	Pending	
United States	DIAL-A-TIME		2456424	Dec. 7, 1999	Registered	May 29, 2001
United States	DIAL-A-TRIAL	76/184,137		Dec. 20, 2000	Pending	
United States	DIAL-A-VARIABLE	76/184,138		Dec. 20, 2000	Pending	
United States	DIAL-A-VOLUME	76/184,136		Dec. 20, 2000	Pending	
United States	DR. DO-MORE	75/845,752		Nov. 9, 1999	Pending (Published)	
United States	FAST FOOD FOR THOUGHT		1877608	Feb. 14, 1994	Registered	Feb. 7, 1995
United States	FRACTION BURGER		2362067	June 24, 1999	Registered	June 27, 2000
United States	FRACTIONOES		2462811	Dec. 7, 1999	Registered	June 19, 2001
United States	FUNCTION SHAKE	75/943,608		March 14, 2000	Published April 20, 2001	
United States	HEXAGONOES	75/736,752				
United States	MATH IN A NUTSHELL		2458341	July 9, 1999	Registered	June 5, 2001
United States	MATH TUNE-UPS	76,007,111		March 22, 2000	Pending (Suspended)	
United States	MILLENNIUM MATH	75/673,731		April 1, 1999	Notice of Allowance (ITU) April 18, 2000	
United States	PERCENT PIE	75/942,267		March 13, 2000	Published Feb. 27, 2001	

<u>Country</u>	<u>Trademark</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Status</u>	<u>Reg. Date</u>
United States	PROFESSOR PETE	75/861,897		Dec. 1, 1999	Published Dec. 26, 2000	
United States	PROFESSOR PETE'S	75/889094		Jan. 6, 2000	Approved for Publication January 25, 2001, published for opposition 6/12/01	
United States	ROW RACES	76/200,475		Jan. 26, 2001	Pending	
United States	SCIENCE IN A NUTSHELL		2370886	July 14, 1999	Registered	July 25, 2000
United States	SCIENCE VIEW	75/744,687		July 7, 1999	Published Dec. 19, 2000	
United States	SCIS 3	74/084,892		Aug. 6, 1990	Abandoned March 29, 1992	
United States	SHH...SHAPES	75/873,882		Dec. 17, 1999	Published Jan. 9, 2001	
United States	TEACHER'S CHOICE		1978333	June 21, 1995	Registered	June 4, 1996
United States	WITNESS THE WONDER OF SCIENCE	75/736,756		June 25, 1999	Published April 25, 2000	

Appendix "A"
 CAMBRIDGE PHYSICS OUTLET
LIST OF TRADEMARKS

<u>Country</u>	<u>Trademark</u>	<u>Owner</u>	<u>App. No</u>	<u>Filing Date</u>	<u>Status</u>
United States	CPO	Cambridge Physics Outlet	75/911,256	Feb. 4, 2000	Abandoned April 9, 2001
United States	FEARLESS CHEMISTRY	Cambridge Physics Outlet	75,911,253	Feb. 4, 2000	Approved for Publication on April 2, 2001 Published for opposition
United States	FEARLESS MATH	Cambridge Physics Outlet	74/911,255	Feb. 4, 2000	Approved for Publication on April 2, 2001 Published for opposition
United States	FEARLESS PHYSICS	Cambridge Physics Outlet	75/911,254	Feb. 4, 2000	Approved for Publication on April 2, 2001 Published for opposition
United States	FEARLESS SCIENCE	Cambridge Physics Outlet	75/911,252	Feb. 4, 2000	Approved for Publication on April 2, 2001 Published for opposition

182849.1