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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RECORDATION FORM CC TRADEMARKS



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MERCE ark Office

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

1. Name of conveying party(ies): Troll Communications, L.L.C. (See attachment A) Individual(s) Association General Partnership Limited Partnership Corporation-State Other Delaware Limited Liability Company Additional name(s) of conveying party(ies) attached? [X] Yes [] No

2. Name and address of receiving party(ies) Name: Quad Venture Partners, L.P. Internal Address: Street Address: 100 Corporate Drive City: Mahwah State: NJ Zip: 07430-2041 Individual(s) citizenship Association General Partnership Limited Partnership Pennsylvania Corporation-State Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [X] Yes [] No

3. Nature of conveyance: [] Assignment [] Merger [X] Security Agreement [] Change of Name [] Other Execution Date: 1/23/03

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See attachment D B. Trademark Registration No.(s) See attachment D Additional number(s) attached [X] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Rosemary A. Mulligan Internal Address: Pepper Hamilton, LLP 3000 Two Logan Square Street Address: 18th and Arch Streets City: Philadelphia State: PA Zip: 19103-2799

6. Total number of applications and registrations involved: 25 7. Total fee (37 CFR 3.41) \$ 640.00 [X] Enclosed [] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature: David A. Surbeck, Esquire Name of Person Signing Signature Date: January 24, 2003

Total number of pages including cover sheet, attachments, and document: 38

OFFICE OF PATENT RECORDS 2003 JAN 24 AM 7:23 FINANCE SECTION

01/28/2003 DBYRNE 00000073 2449304 01 FC:8521 02 FC:8522 40.00 DP 600.00 DP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

ATTACHMENT A
RECORDATION FORM COVER SHEET
INTELLECTUAL PROPERTY SECURITY AGREEMENT
ADDITIONAL CONVEYING PARTIES

Troll Associates L.L.C. (Delaware limited liability company)
100 Corporate Drive
Mahwah, NJ 07430-2041

Troll Book Fairs L.L.C. (Delaware limited liability company)
100 Corporate Drive
Mahwah, NJ 07430-2041

Troll Tennessee L.L.C. (Delaware limited liability company)
100 Corporate Drive
Mahwah, NJ 07430-2041

Troll Home Clubs L.L.C. (Delaware limited liability company)
100 Corporate Drive
Mahwah, NJ 07430-2041

Troll America L.L.C. (Delaware limited liability company)
100 Corporate Drive
Mahwah, NJ 07430-2041

Troll Publishing L.L.C. (Delaware limited liability company)
100 Corporate Drive
Mahwah, NJ 07430-2041

Troll Productions L.L.C. (Delaware limited liability company)
100 Corporate Drive
Mahwah, NJ 07430-2041

Troll Book Clubs L.L.C. (Delaware limited liability company)
100 Corporate Drive
Mahwah, NJ 07430-2041

Troll Book Clubs North L.L.C. (Delaware limited liability company)
100 Corporate Drive
Mahwah, NJ 07430-2041

Troll Realty L.L.C. (Delaware limited liability company)
100 Corporate Drive
Mahwah, NJ 07430-2041

J.B. Productions L.L.C. (Delaware limited liability company)
100 Corporate Drive
Mahwah, NJ 07430-2041

J.B. Home Clubs L.L.C. (Delaware limited liability company)
100 Corporate Drive
Mahwah, NJ 07430-2041

J.B. Book Clubs L.L.C. (Delaware limited liability company)
100 Corporate Drive
Mahwah, NJ 07430-2041

Troll School & Library L.L.C. (Delaware limited liability company)
100 Corporate Drive
Mahwah, NJ 07430-2041

ATTACHMENT B

RECORDATION FORM COVER SHEET

INTELLECTUAL PROPERTY SECURITY AGREEMENT

ADDITIONAL RECEIVING PARTIES

LLR Equity Partners, L.P. (Pennsylvania limited partnership)
100 Corporate Drive
Mahwah, NJ 07430-2041

LLR Equity Partners Parallel, L.P. (Pennsylvania limited partnership)
100 Corporate Drive
Mahwah, NJ 07430-2041

Quad Venture Partners SBIC LP (Pennsylvania limited partnership)
100 Corporate Drive
Mahwah, NJ 07430-2041

Quad Venture Partners LP (Pennsylvania limited partnership)
100 Corporate Drive
Mahwah, NJ 07430-2041

ATTACHMENT D

TROLL COMMUNICATIONS L.L.C.
U.S. TRADEMARK REGISTRATIONS (continued from page 2)

MARK	REGISTRATION NO.	DATE OF ISSUE
GRUMPY BUNNY	2,449,384	5/8/01
I CAN READ ABOUT	2,293,847	11/23/99
TROLL & DESIGN	2,452,203	5/15/01
BOOK BLAST!	2,400,429	10/31/00
BOOK BLAST! & Design	2,402,339	11/7/00
WEIRD WORLD	2,239,673	4/13/99
WEIRD WORLD & Design	2,294,664	11/23/99
GREAT BEGINNINGS & Design	2,610,558	8/20/02
GIRL CONNECTION	2,421,845	1/16/01
GIRL CONNECTION & Des.	2,421,848	1/16/01
SCIENCE INVESTIGATOR	2,373,755	8/1/00
TROLL AT HOME	2,328,353	3/14/00

TROLL COMMUNICATIONS I.L.C.

U.S. TRADEMARK APPLICATIONS (continued from page 4)

OUR FILE NO:

MARK

SERIAL NUMBER

FILING DATE

TROLL BOOK CLUBS	75/884,230	12/30/99
SCHOOLZ OUTI	75/598,514	12/3/98
SCHOOLZ OUTI & Design	75/606,933	12/17/98

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is entered into on January 23, 2003, by and among Troll Communications L.L.C., Troll Associates L.L.C., Troll Book Fairs L.L.C., Troll Tennessee L.L.C., Troll Home Clubs L.L.C., Troll America L.L.C., Troll Publishing L.L.C., Troll Productions L.L.C., Troll Book Clubs L.L.C., Troll Book Clubs North L.L.C., Troll Realty L.L.C., J.B. Productions L.L.C., J.B. Home Clubs L.L.C., J.B. Book Clubs L.L.C., and Troll School & Library L.L.C., each a Delaware limited liability company (each a "Debtor", and collectively, the "Debtors"), and LLR Equity Partners, L.P. (the "Secured Party"), as collateral agent for LLR Equity Partners, L.P., LLR Equity Partners Parallel, L.P., Quad Venture Partners LP and Quad Venture Partners SBIC LP (the "Lenders").

Background

A. Pursuant to that certain Credit Agreement dated the date hereof among the Debtors, the Secured Party and the Lenders (the "Lender Credit Agreement"), Lenders have agreed to provide to the Debtors a line of credit in the maximum aggregate principal amount of \$4,000,000; provided, that the Debtors, *inter alia*, grant to the Secured Party, for the benefit of the Lenders, the security interest set forth herein and deliver this Agreement.

B. As further security for the Lender Credit Agreement, the Debtors have delivered to the Secured Party that certain Security Agreement dated the date hereof (as the same may be amended, modified, extended, renewed or restated from time to time, the "Security Agreement").

C. Each Debtor wishes to further evidence its grant of security interests in intellectual property collateral as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations (as defined below), each Debtor hereby represents, warrants, covenants and agrees as follows:

1. **Definitions.** All capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Lender Credit Agreement or in the Security Agreement. All terms defined in the Uniform Commercial Code of the Commonwealth of Pennsylvania and used herein shall have the same definitions herein as specified therein. In addition, as used herein the following terms shall have the following meanings:

"Computer Hardware and Software Collateral" means:

(a) all of each Debtor's computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware;

(b) all software programs (including both source code, object code and all related applications and data files), whether now owned, licensed or leased or hereafter developed, designed or acquired by any Debtor;

(c) all firmware associated with the property described in clauses (a) and (b) of this definition;

(d) all documentation (including flow charts, logic diagrams, manuals, guides and specifications) with respect to such hardware, software and firmware described in the preceding clauses (a) through (c);

(e) the specific collateral set forth in Exhibit A attached hereto; and

(f) all rights with respect to all of the foregoing, including without limitation, any and all copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing.

“Copyright Collateral” means all copyrights of any Debtor in addition to the Computer Hardware and Software Collateral, and all semi-conductor chip product mask works of any Debtor, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world, including, without limitation, all of each Debtor’s right, title and interest in and to all copyrights and mask works registered in the United States Copyright Office or anywhere else in the world and also including, without limitation, those set forth on Exhibit B attached hereto, and all applications for registration thereof, whether pending or in preparation, all copyright and mask work licenses, including each copyright and mask work license (whether as licensee or licensor) referred to in Exhibit B, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

“Obligations” means all indebtedness, obligations, liabilities and other amounts owing under the Credit Documents, by any Debtor to the Secured Party, individually or collectively, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising under or in respect of any of the Credit Documents.

“Patent Collateral” means:

(a) all of any Debtor’s letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world, whether now existing or hereafter acquired (current patents are listed on Exhibit C);

(b) all patent licenses of any Debtor (whether as licensee or licensor);

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clauses (a) and (b) of this definition; and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to herein, and for breach or enforcement of any patent license, including any patent license referred to herein, and all rights corresponding thereto throughout the world.

“Subordination Agreement” means that certain Subordination Agreement, dated as of the date hereof among the Secured Party, the Lenders and PNC Bank, National Association, as it may be amended, restated, modified or supplemented from time to time in accordance therewith.

“Trade Secrets Collateral” means all common law and statutory trade secrets and all other confidential or proprietary or useful information of any Debtor and all know-how obtained by or used in or contemplated at any time for use in the business of any Debtor (all of the foregoing being collectively called a “Trade Secret”), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licenses of any Debtor (whether as licensee or licensor), including each Trade Secret license referred to herein, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license.

“Trademark Collateral” means:

(a) all of any Debtor’s trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a “Trademark”), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country (current trademarks are listed on Exhibit D);

(b) all Trademark licenses (whether as licensee or licensor);

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b) of this definition;

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a), (b) or (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by any Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to herein, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

2. **Grant of Security Interest.** As collateral security for the prompt and complete payment and performance of all of the Obligations, each Debtor hereby grants a security interest in all of such Debtor’s right, title and interest in, to and under the Computer Hardware and Software Collateral, the Copyright Collateral, the Patent Collateral, the Trademark Collateral and the Trade Secrets Collateral, now or hereafter existing, created, acquired or held, if any (all of which shall collectively be called the “Intellectual Property Collateral”).

3. **Authorization and Request.** Each Debtor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.

4. **Covenants and Warranties.** Each Debtor represents, warrants, covenants and agrees as follows:

(a) such Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in the Intellectual Property Collateral, free and clear of any liens, charges and encumbrances except for the security interests created pursuant to (i) this IP Agreement and the Security Agreement, (ii) the Credit Agreement and the "Other Documents" described therein, (iii) the Time Security Agreement, and (iv) Permitted Encumbrances;

(b) performance of this IP Agreement does not conflict with or result in a breach of any other agreement to which Debtor is bound, except to the extent that certain agreements may prohibit the transfer or assignment of the rights thereunder to a third party without the licensor's or other party's consent, and this IP Agreement constitutes the grant of a security interest;

(c) during the term of this IP Agreement, Debtor will not transfer, assign, sell, hypothecate, or otherwise encumber any interest in the Intellectual Property Collateral, except (i) pursuant to the terms of the Subordination Agreement (so long as it is in effect), (ii) for nonexclusive licenses granted by Debtor in the ordinary course of business or as set forth in this IP Agreement, and (iii) for security interests in such Intellectual Property Collateral existing as of the date hereof;

(d) Debtor agrees that simultaneously with execution of this IP Agreement, and upon any amendment of Exhibit A, B, C or D, Debtor shall execute the form of Notice appended hereto as Schedule 1 (each, a "Notice") with respect to each Patent, Trademark or Copyright Collateral now owned or hereafter acquired, and shall deliver it to Secured Party for recording in the Patent and Trademark Office or Copyright Office so as to record formally this IP Agreement.

(e) Debtor shall promptly advise the Secured Party of any material adverse change in the composition of the Intellectual Property Collateral, including but not limited to any ownership right of the Debtor in or to any Trademark, Patent, Copyright, or other Intellectual Property Collateral specified in this IP Agreement and any abandonment, forfeiture or dedication to the public of the Computer Hardware and Software, Trademarks, Patents, Copyrights and other Intellectual Property Collateral specified in this IP Agreement;

(f) Debtor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights and other Intellectual Property Collateral, (ii) apply for registration of non-registered Hardware and Software, Patent, Trademark and Copyright Collateral as they are created, adopted or used and shall reasonably diligently prosecute such applications, (iii) use its best efforts to detect infringements of the Trademarks, Patents, Copyrights and other Intellectual Property Collateral and promptly advise the Secured Party in writing of material infringements detected, (iv) not forego any right to protect and enforce rights to Trademarks, Patents, Copyrights or other Intellectual Property Collateral, and (v) not allow any Trademarks, Patents, Copyrights, or other Intellectual Property Collateral to be abandoned, forfeited or dedicated to the public without the written consent of the Secured Party, which shall not be unreasonably withheld, unless Debtor determines that reasonable business practices suggest that abandonment is appropriate;

(g) Debtor shall promptly notify the Secured Party of all after-acquired intellectual property, whether owned, developed or acquired by Debtor and shall notify Secured Party of any filed applications to register or patents issued after the execution hereof. Any expenses incurred in connection with such applications shall be borne by the Debtor;

(h) Debtor shall take such actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Intellectual Property Collateral;

(i) this IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Debtor first has rights in such after acquired Intellectual Property Collateral, in favor of Secured Party a valid and perfected security interest, prior to any security interest other than those securing the Senior Debt and the Time Direct Ventures, Inc. Debt, in the Intellectual Property Collateral in the United States securing the payment and performance of the Obligations upon making the filings referred to in clause (j) below;

(j) to its knowledge, except for, and upon, the filing with the United States Patent and Trademark Office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority of U.S. regulatory body is required either (i) for the grant by Debtor of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Debtor in the United States or (ii) for the perfection in the United States or the exercise by Secured Party of its rights and remedies thereunder;

(k) all information heretofore, herein or hereafter supplied to the Secured Party by or on behalf of Debtor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(l) Debtor shall not enter into any agreement that would materially impair or conflict with Debtor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Debtor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Debtor's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts;

(m) Debtor shall not take any action, nor enter into any license, royalty, assignment or other agreement which is inconsistent with Debtor's obligations under this IP Agreement, or which has the effect of reducing the value of the Intellectual Property Collateral and shall give the Secured Party thirty (30) days' prior written notice of any proposed license, royalty, assignment or other agreement, except non-exclusive licenses granted by Debtor to its customers in the ordinary course of business; and

(n) upon any executive officer of Debtor obtaining actual knowledge thereof, Debtor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Debtor to dispose of any material Intellectual Property Collateral, and the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

5. **Secured Party's Rights.** Subject to the terms of the Subordination Agreement (so long as it is in effect), the Secured Party shall have the right, but not the obligation, to take, at any Debtor's sole expense, any actions that any Debtor is required under this IP Agreement to take but which such Debtor fails to take, after ten (10) days' notice to such Debtor. Each Debtor shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 5.

6. **Responsibility of Debtor.** In furtherance and not limitation of the other provisions of this IP Agreement, Secured Party shall have no duty or responsibility with respect to the Intellectual Property Collateral or its preservation. Each Debtor acknowledges and agrees that it has

reviewed the terms of this IP Agreement with counsel of its choosing and that it has determined that neither execution, delivery nor performance of this IP Agreement by it or the Secured Party will in any way impair the Intellectual Property Collateral or such Debtor's right, title and interest therein, subject to the purpose of this IP Agreement which is to impose a lien thereon in favor of Secured Party.

7. **Conduct of Business; Inspection Rights.** In order to preserve and protect the goodwill associated with the Intellectual Property Collateral, each Debtor covenants that it shall maintain the quality of the products and services sold under or in connection with the Intellectual Property Collateral and shall not at any time permit any impairment of the quality of said products and services, and will provide the Secured Party from time to time with a certificate to such effect signed by an officer of such Debtor upon request. Each Debtor hereby grants to the Secured Party and its employees and agents the right to visit such Debtor's (or its affiliates') plants and facilities that manufacture, provide, inspect or store products or services sold under any of the Trademark Collateral, and to inspect the products and quality control records relating thereto, at reasonable times during regular business hours. Each Debtor shall do any and all acts reasonably required by the Secured Party to ensure such Debtor's compliance with this Section. Each Debtor hereby grants to the Secured Party and its employees, representatives and agents the right to visit such Debtor, during reasonable hours upon prior reasonable written notice to Debtor, and any of Debtor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Debtor and as often as may be reasonably requested; provided, however, nothing herein shall entitle the Secured Party access to Debtor's trade secrets and other proprietary information. The foregoing provisions of this Section 7 shall become applicable to Debtor at such time as Debtor has developed products and services capable of being sold to the public.

8. **Further Assurances; Attorney in Fact.**

(a) On a continuing basis, and at each Debtor's sole expense, such Debtor shall, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by the Secured Party, to create, preserve, continue, charge, validate or perfect the Secured Party's security interest in all Computer Hardware and Software, Copyrights, Patents, Trademarks, and other Intellectual Property Collateral and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to the Secured Party the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Subject to the terms of the Subordination Agreement (so long as it is in effect), each Debtor hereby irrevocably appoints the Secured Party as such Debtor's attorney-in-fact, with full authority in the place and stead of Debtor and in the name of Debtor, the Secured Party or otherwise, from time to time in the Secured Party's discretion, upon Debtor's failure or inability to do so, to take any action and to execute any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) to modify, in its sole discretion, this IP Agreement without first obtaining Debtor's approval of or signature to such modification by amending any Exhibit hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks, and other Intellectual Property Collateral acquired by Debtor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, and other Intellectual

Property Collateral in which Debtor no longer has or claims any right, title or interest, provided that Secured Party shall deliver to Debtor written notice of such modification within a reasonable time after such modification;

(ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Debtor where permitted by law; and

(iii) upon the occurrence of an Event of Default, as defined in Section 9, to endorse such Debtor's name on all applications, documents, papers and instruments necessary for the Secured Party to use the Intellectual Property Collateral, or to grant or issue any exclusive or non-exclusive license under the Intellectual Property Collateral to any third person, or necessary for the Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral, including the goodwill and equipment associated therewith, to the Secured Party or any third person.

(c) Each Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this IP Agreement.

9. **Events of Default.** The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

(a) the occurrence and continuance of any event of default under any Credit Document;

(b) any Debtor breaches any representation or warranty in this IP Agreement;

(c) any Debtor creates, permits, or suffers the creation of any liens, security interests, or any other encumbrances on any of its property, real or personal, except:

(i) those in favor of Secured Party as security for the Obligations;

(ii) those in favor of the Agent, as described in the Subordination Agreement;

(iii) those in favor of Time Direct Ventures, Inc., as set forth in the Time Security Agreement, and

(iv) Permitted Encumbrances.

(d) any Debtor breaches any other covenant or agreement made by such Debtor in this IP Agreement, and such breach shall continue after the expiration of thirty (30) days.

10. **Remedies.**

(a) Upon the occurrence and continuance of an Event of Default, each Debtor's rights to use the Intellectual Property Collateral shall terminate forthwith and the Secured Party shall have the right to exercise all the remedies of a secured party under the Uniform Commercial Code and any applicable federal law, including without limitation the right to require such Debtor to assemble

the Intellectual Property Collateral and any tangible property in which Secured Party has a security interest and to make it available to the Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and other Intellectual Property Collateral to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Debtor will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of the Secured Party's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

(b) Upon the occurrence and continuance of an Event of Default, without limiting the generality of the foregoing, the Secured Party may immediately, without demand of performance and without advertisement, require Debtor to assign of record the Intellectual Property Collateral to Secured Party (or its assignees), and beneficially, sell at public or private sale or otherwise realize upon, the whole or from time to time any part of the Intellectual Property Collateral and the goodwill associated therewith, or any interest which the Debtor has therein, and after deducting from the proceeds of said sale or other disposition of the Intellectual Property Collateral all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in the Credit Documents and under applicable law. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Debtor. Prior notice of any sale or other disposition of the Intellectual Property Collateral need not be given to Debtor unless otherwise required by law (and if notice is required by law, it shall be given ten (10) days before the time of any intended public or private sale or other disposition of the Intellectual Property Collateral is to be made, which the Debtor hereby agrees shall be reasonable notice of such sale or other disposition). At any such sale or other disposition, any Lender or the Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of or interest in the Intellectual Property Collateral sold, free from any right of redemption on the part of the Debtor, which right is hereby waived and released.

11. **Conduct of Business After Default.** The parties understand and agree that the collateral assignment with respect to the Intellectual Property Collateral as provided for in this IP Agreement will and is intended to permit the Secured Party and its successors and assigns, upon the occurrence and continuance of an Event of Default as provided herein, to take title to and make use of all rights to the Intellectual Property Collateral and to carry on the business of the Debtor.

12. **Deficiency.** If proceeds referred to in Section 10(b) above are insufficient to pay the Obligations in full, each Debtor shall continue to be liable for the entire deficiency.

13. **Indemnity.**

(a) Each Debtor agrees to defend, indemnify and hold harmless Secured Party and its directors, officers, employees, and agents from and against: (i) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, including, without limitation, the assignment of the Intellectual Property Collateral, the use of the Intellectual Property Collateral, the alleged infringement by the Secured Party of the intellectual property rights of others, any infringement action or other claim relating to the Intellectual Property Collateral, or enforcement of the terms hereof (all of which shall collectively be called the "Transactions") and (ii) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to the Transactions under this IP Agreement or otherwise under the transactions contemplated by this IP Agreement or the Lender Credit Agreement (including without limitation, reasonable attorneys' fees and reasonable

expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

(b) Each Debtor also agrees to defend, indemnify and hold harmless Secured Party and each of its directors, officers, employees and agents, on demand, from and against any and all losses, claims, obligations, damages, fees, costs, liabilities, expenses or disbursements of any kind and nature whatsoever (including but not limited to reasonable fees and disbursements of counsel, interest, penalties, and amounts paid in settlement) incurred by the Secured Party in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, preserving the Intellectual Property Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property Collateral.

14. **Reassignment.**

(a) At such time as any Debtor shall completely and finally satisfy all of the obligations secured hereunder, and there shall exist no continuing liability of any Debtor with respect to the obligations secured hereunder, Secured Party shall execute and deliver to Debtor all deeds, assignments, and other instruments as may be necessary or proper to reinvest in Debtor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

(b) Notwithstanding subsection (a), if a claim is made upon Secured Party for repayment or recovery of any amount or amounts received which had the effect of reducing the liability of any Debtor or impairing the liens granted hereunder, and such party repays all or part of such amount or amounts, then and in such event, each Debtor agrees that any such repayment shall be binding upon the Debtors, whether or not this IP Agreement otherwise shall have been terminated or canceled, and each Debtor shall be and continue to remain liable hereunder to the same extent as if such amount had never originally been received by such party, and the liens granted hereby shall remain in full force and effect without interruption, lapse, reduction or other impairment.

15. **Course of Dealing.** No course of dealing, nor any failure to exercise, nor any delay in exercising 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.

16. **Attorneys' Fees.** If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements.

17. **Successors and Assigns.** This Agreement and all rights and obligations hereunder shall be binding upon each Debtor and its respective successors and assigns, and shall inure to the benefit of the Secured Party and its successors and assigns; provided, however, that no Debtor may assign its rights hereunder or any interest herein without the prior written consent of the Secured Party, and any such assignment or attempted assignment by any Debtor shall be void and of no effect with respect to the Secured Party.

18. **Amendment; Waiver.** The Secured Party shall not be deemed to have amended this IP Agreement or waived any of its rights upon or under this IP Agreement, the Obligations or the Intellectual Property Collateral unless such amendment or waiver shall be in writing and signed by the Secured Party. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar

to or waiver of any right on any future occasion. All rights and remedies of the Secured Party with respect to this IP Agreement, the Obligations or the Intellectual Property Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as the Secured Party deems expedient.

19. **Counterparts.** This IP Agreement may be executed in two or more counterparts, each party may sign on a separate counterpart, each of which shall be deemed an original but all of which together shall constitute the same instrument.

20. **Law and Jurisdiction.** THIS IP AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. The Debtor agrees that any suit for the enforcement of this Agreement may be brought in the courts of the Commonwealth of Pennsylvania or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon each Debtor by mail at the notice address specified in Section 22. Each Debtor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

21. **Waiver of Jury Trial.** EACH DEBTOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS IP AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, each Debtor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each Debtor (i) certifies that neither the Secured Party nor any representative, agent or attorney of the Secured Party has represented, expressly or otherwise, that the Secured Party would not, in the event of litigation, seek to enforce the foregoing waivers and (ii) acknowledges that, in entering into the Lender Credit Agreement, the Secured Party is relying upon, among other things, the waivers and certifications contained in this Section 21.

22. **Notice.** All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given when delivered personally to the recipient, faxed to the intended recipient at the facsimile number set forth below, or sent to the recipient by reputable express courier service or mailed by registered or certified mail (return receipt requested), postage and charges prepaid and addressed to the intended recipient as set forth below:

(a) if to any Debtor or the Debtors collectively:

Troll Holdings, Inc.
100 Corporate Drive
Mahwah, NJ 07430-2041
Attention: Peter Bergen
Fax: 201-529-3051

with a copy to:

Graham, Curtin & Sheridan
4 Headquarters Plaza
Morristown, NJ 07962
Attention: Kenneth W. Vest, Esq.
Fax: 973-292-1767

(b) if to the Secured Party:

LLR Partners, Inc.
Two Greenville Crossing
4005 Kennett Pike Suite 220
Greenville, DE 19807
Fax: 215-717-2270
Attention: Seth Lehr

with copies to:

Pepper Hamilton LLP
18th & Arch Streets
3000 Two Logan Square
Philadelphia, PA 19103-2799
Fax: 215-981-4750
Attention: Barry M. Abelson, Esq.

Quad Venture Partners LP
650 5th Avenue
31st Floor
New York, NY 10019
Telephone: (212) 724-2200
Telecopy: (212) 724-4310
Attention: Lincoln Frank

and

O'Melveny & Myers, LLP
30 Rockefeller Center
New York, NY 10112
Telephone: (212) 408-2200
Telecopy: (212) 728-5950
Attention: Harvey Eisenberg, Esq.

All such notices and other communications shall be deemed to have been given and received (a) in the case of personal delivery, on the date of such delivery, (b) in the case of delivery by facsimile, on the date of such delivery, (c) in the case of delivery by nationally-recognized, overnight courier, on the Business Day following dispatch, and (d) in the case of mailing, on the third (3rd) Business Day following such mailing.

23. **Confidentiality.** In handling any confidential information, Secured Party shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this IP Agreement except that the disclosure of this information may be made (a) as required by law, regulation, rule or order, subpoena, judicial order or similar order and (b) provided that the recipient has entered into a comparable confidentiality agreement in favor of Debtor and has delivered a copy to Debtor, (i) to the affiliates of the Secured Party, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, and (iii) as may be required in connection with the examination, audit or similar investigation of the Secured Party.

24. **Headings.** The headings of each section and paragraph of this IP Agreement are for convenience only and shall not define or limit the provisions thereof.

25. **Severability.** The provisions of this IP Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this IP Agreement in any jurisdiction.

26. **Termination.** This IP Agreement and all rights and obligations of the parties hereunder shall terminate immediately upon payment in full of the Obligations.

27. **Inconsistencies.** This IP Agreement is being entered into at the same time as the Security Agreement. To the extent that any inconsistency should arise or exist regarding the terms or conditions of this IP Agreement and the Security Agreement, this IP Agreement is intended to supplement and extend the rights of the Secured Party and the obligations of the Debtor, such that any rights granted to the Secured Party hereunder shall be in addition to rights granted to the Secured Party under the Security Agreement and any obligations of any Debtor hereunder shall be in addition to any obligations of such Debtor set forth in the Security Agreement. The terms of the Security Agreement shall govern in any instance where such inconsistency cannot be reconciled as set forth above.

28. **Subordination Agreement.** Each party hereto acknowledges and agrees that this IP Agreement is subject to the terms of the Subordination Agreement, so long as the Subordination Agreement is in effect. To the extent that there are any obligations in this IP Agreement to deliver, assign, make available or give control over collateral to the Secured Party or any rights of the Secured Party to sell or otherwise realize upon any collateral, such obligations and rights are subject to the Agent's prior rights in the Collateral set forth in the Subordination Agreement.

EXHIBIT "A"

HARDWARE AND SOFTWARE

DESCRIPTION OF HARDWARE AND SOFTWARE COLLATERAL

None.

EXHIBIT "B"

COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF DISTRIBUTION</u>	<u>ORIGINAL AUTHOR OR OWNER OR COPYRIGHT (IF DIFFERENT FROM DEBTOR)</u>	<u>DATE AND RECORDATION NUMBER OF IP AGREEMENT TO OWNER OF DEBTOR</u> ¹
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See Attached.

¹ IF ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM DEBTOR

ATTACHMENT B

TITLE	COPYRIGHT HOLDER	REGISTRATION	DATE
HUGS ALL AROUND	TROLL ASSOCIATES	TX-4-021-643	3/21/95
HOW TO DRAW PETS	TROLL ASSOCIATES	TX-4-024-438	4/11/95
MAX AND MAGGIE IN SPRING	TROLL ASSOCIATES	TX-3-093-304	3/2/95
MAX AND MAGGIE IN WINTER	TROLL ASSOCIATES	TX-4-118-051	2/16/95
SARAH'S SECRET PLAN	TROLL ASSOCIATES	TX-3-093-303	3/2/95
CAITLIN'S BIG IDEA	TROLL ASSOCIATES	TX-4-042-153	5/5/95
SUPER BOWL! SUPER STARS AND SUPER STORIES	TROLL ASSOCIATES	TX-3-989-557	1/28/95
SHAQUILLE O'NEAL	TROLL ASSOCIATES	TX-3-979-843	1/26/95
EARTH WATCH	TROLL ASSOCIATES, INC	TX-4-084-451	5/25/95
TALES FROM MANY LANDS	TROLL ASSOCIATES, INC	TX-4-028-654	3/2/95
BIRD WATCH	TROLL ASSOCIATES, INC	TX-4-019-111	2/16/95
NIGHT LIFE	TROLL ASSOCIATES, INC	TX-4-103-451	4/11/95
SURVIVAL, HOW WE PREVAIL TEACHING GUIDE	TROLL COMMUNICATIONS L.L.C.	TX-4-840-953	10/9/97
BETSY ROSS, FLAGMAKER OF AMERICA	TROLL COMMUNICATIONS L.L.C.	RE 772-908	12/23/97
BUSY WIND, OUR INVISIBLE FRIEND	TROLL COMMUNICATIONS L.L.C.	RE 773-228	12/23/97
IDENTITY: WHO WE ARE TEACHING GUIDE	TROLL COMMUNICATIONS L.L.C.	TX-4-430-216	1/21/97
BASEBALL CARDS: A BEGINNER'S GUIDE TO COLLECTING	TROLL COMMUNICATIONS L.L.C.	TX-4-025-197	10/24/96
THERE'S AN ORANGUTAN IN MY BATHTUB	TROLL COMMUNICATIONS L.L.C.	TX-4-433-742	12/11/96
I CAN READ ABOUT SPIDERS	TROLL COMMUNICATIONS L.L.C.	TX-4-387-482	3/26/96
I CAN READ ABOUT PREHISTORIC ANIMALS	TROLL COMMUNICATIONS L.L.C.	TX-4-440-030	1/21/97
3-D PITRAGEOUS REPTILES	TROLL COMMUNICATIONS L.L.C.	TX-4-440-451	1/21/97
101 WAYS TO TAKE TESTS WITH SUCCESS	TROLL COMMUNICATIONS L.L.C.	TX-4-433-782	12/11/96
WHEN PIGS FLY	TROLL COMMUNICATIONS L.L.C.	TX-4-440-029	1/21/97
TURNING POINTS: WHEN EVERYTHING CHANGES TEACHING GUIDE	TROLL COMMUNICATIONS L.L.C.	TX-4-433-873	12/11/96
MY FIRST BOOK OF THE INTERNET	TROLL COMMUNICATIONS L.L.C.	TX-4-450-875	1/21/97
CALCULATOR GAMES	TROLL COMMUNICATIONS L.L.C.	TX-4-450-724	1/21/97
LOTS OF KNOTS	TROLL COMMUNICATIONS L.L.C.	TX-4-459-726	1/21/97
HOT NEW FRIENDSHIP BRACELETS	TROLL COMMUNICATIONS L.L.C.	TX-4-459-727	1/21/97
TOGETHER: HOW WE BELONG TEACHING GUIDE	TROLL COMMUNICATIONS L.L.C.	TX-4-478-496	2/11/97
TOGETHER: HOW WE BELONG	TROLL COMMUNICATIONS L.L.C.	TX-4-479-438	2/11/97
IDENTITY: WHO WE ARE	TROLL COMMUNICATIONS L.L.C.	TX-4-478-437	2/11/97
I CAN READ ABOUT WEATHER	TROLL COMMUNICATIONS L.L.C.	TX-4-478-557	2/11/97
ONE-MINUTE CHALLENGES: MATH AND REASONING	TROLL COMMUNICATIONS L.L.C.	TX-4-478-431	2/11/97
FRACTIONS WIPE-OFF FUN	TROLL COMMUNICATIONS L.L.C.	TX-4-478-430	2/11/97
HOW TO DRAW BUGS	TROLL COMMUNICATIONS L.L.C.	TX-4-486-849	2/11/97
WELCOME, LITTLE CHICK	TROLL COMMUNICATIONS L.L.C.	TX-4-250-745	3/10/97
CHOCOLATE DAZE	TROLL COMMUNICATIONS L.L.C.	TX-4-503-285	3/25/97
MYSTERY OF THE HAUNTED SILVER MINE	TROLL COMMUNICATIONS L.L.C.	TX-4-503-294	3/25/97
ONE-MINUTE CHALLENGES IN VOCABULARY	TROLL COMMUNICATIONS L.L.C.	TX-4-503-224	3/25/97
WHO GAVE MY ORANGUTAN A PAINTBRUSH?	TROLL COMMUNICATIONS L.L.C.	TX-4-503-778	3/10/97
INCH BOOK	TROLL COMMUNICATIONS L.L.C.	TX-4-513-898	3/25/97
MONEY BOOK	TROLL COMMUNICATIONS L.L.C.	TX-4-513-897	3/25/97
TURNED ON BY ELECTRICITY	TROLL COMMUNICATIONS L.L.C.	TX-4-470-577	3/10/97
FUNKY JUNK	TROLL COMMUNICATIONS L.L.C.	TX-4-470-578	3/10/97
YOUNG CLARA BARTON: BATTLEFIELD NURSE	TROLL COMMUNICATIONS L.L.C.	TX-4-143-320	11/24/95
YOUNG DAVY CROCKETT: FRONTIER PIONEER	TROLL COMMUNICATIONS L.L.C.	TX-4-143-319	10/24/95
YOUNG JIM THORPE: ALL-AMERICAN ATHLETE	TROLL COMMUNICATIONS L.L.C.	TX-4-143-324	10/24/95
YOUNG REGGIE JACKSON: HALL OF FAME CHAMPION	TROLL COMMUNICATIONS L.L.C.	TX-4-143-323	10/24/95
YOUNG SQUANTO: THE FIRST THANKSGIVING	TROLL COMMUNICATIONS L.L.C.	TX-4-143-321	10/24/95
YOUNG THURGOOD MARSHALL: FIGHTER FOR EQUALITY	TROLL COMMUNICATIONS L.L.C.	TX-4-143-322	10/24/95
CELEBRATIONS	TROLL COMMUNICATIONS L.L.C.	TX-4-514-730	1/21/97
WEATHER	TROLL COMMUNICATIONS L.L.C.	TX-4-514-729	1/21/97
SPINACH WITH CHOCOLATE SAUCE	TROLL COMMUNICATIONS L.L.C.	TX-4-529-765	5/12/97
E-MAIL ADDRESSES & WEB SITES OF THE STARS	TROLL COMMUNICATIONS L.L.C.	TX-4-529-762	5/12/97
KNOW THE STATES WIPE-OFF FUN	TROLL COMMUNICATIONS L.L.C.	TX-4-532-456	3/10/97
THE DEADLIEST OF FRIENDS	TROLL COMMUNICATIONS L.L.C.	TX-4-526-765	5/12/97

MYSTERY OF THE FIRE IN THE SKY	TROLL COMMUNICATIONS L.L.C.	TX 4-573-189	6/9/97
SCHOOL DAYS MEMORY BOOK	TROLL COMMUNICATIONS L.L.C.	TX 4-573-191	6/9/97
I CAN READ ABOUT REPTILES	TROLL COMMUNICATIONS L.L.C.	TX 4-600-699	9/5/97
KEEP YOUR HANDS OFF MY ORANGUTANI	TROLL COMMUNICATIONS L.L.C.	TX 4-627-439	9/5/97
WORD POWER, JR.	TROLL COMMUNICATIONS L.L.C.	TX 4-627-438	9/5/97
THE DISCOVERER	TROLL COMMUNICATIONS L.L.C.	TX 4-627-509	9/5/97
THE TRAVELER	TROLL COMMUNICATIONS L.L.C.	TX 4-628-817	9/5/97
THE EXPLORER	TROLL COMMUNICATIONS L.L.C.	TX 4-640-911	10/9/97
LUCKY JACK & THE GIANT	TROLL COMMUNICATIONS L.L.C.	TX 4-641-591	10/9/97
KEELBOAT ANNIE	TROLL COMMUNICATIONS L.L.C.	TX 4-640-258	10/9/97
BRER RABBIT & THE TAR BABY	TROLL COMMUNICATIONS L.L.C.	TX 4-640-854	10/9/97
HOW MR. DOG GOT TAME	TROLL COMMUNICATIONS L.L.C.	TX 4-640-852	10/9/97
GOOD NIGHT, BEAR!	TROLL COMMUNICATIONS L.L.C.	TX 4-640-298	10/9/97
THE TURKEY SAVES THE DAY	TROLL COMMUNICATIONS L.L.C.	TX 4-640-352	10/9/97
MIXED-UP MAX	TROLL COMMUNICATIONS L.L.C.	TX 4-627-437	9/5/97
ABE LINCOLN IN INDIANA	TROLL COMMUNICATIONS L.L.C.	RE 773-211	12/23/97
ADVENTURES WITH FRONTIER CHILDREN	TROLL COMMUNICATIONS L.L.C.	RE 772-920	12/23/97
AFRICAN ABC	TROLL COMMUNICATIONS L.L.C.	RE 773-210	12/23/97
AMERICAN FREEDOM DOCUMENTS	TROLL COMMUNICATIONS L.L.C.	RE 772-901	12/23/97
AMERICANS AT WORK	TROLL COMMUNICATIONS L.L.C.	RE 772-884	12/23/97
AMERICANS BEFORE COLUMBUS	TROLL COMMUNICATIONS L.L.C.	RE 772-897	12/23/97
AMERICA'S EARLIEST CRAFTSMEN	TROLL COMMUNICATIONS L.L.C.	RE 772-905	12/23/97
BALLOONS AND BUBBLES, THE STORY OF AIR	TROLL COMMUNICATIONS L.L.C.	RE 772-924	12/23/97
BLAST FURNACE, THE STORY OF STEEL	TROLL COMMUNICATIONS L.L.C.	RE 773-229	12/23/97
BLOWING SANDS, DESERTS IN AMERICA	TROLL COMMUNICATIONS L.L.C.	RE 773-221	12/23/97
BOOKER T WASHINGTON	TROLL COMMUNICATIONS L.L.C.	RE 773-232	12/23/97
BOTTLES, BOXES, CUPS AND CANS	TROLL COMMUNICATIONS L.L.C.	RE 772-886	12/23/97
BUNKER HILL, BATTLE FOR LIBERTY	TROLL COMMUNICATIONS L.L.C.	RE 772-904	12/23/97
CAPTAIN COLUMBUS, NEW WORLD ADVENTURER	TROLL COMMUNICATIONS L.L.C.	RE 772-899	12/23/97
DANIEL BOONE ON THE FRONTIER	TROLL COMMUNICATIONS L.L.C.	RE 773-233	12/23/97
DIGGING FOR DINOSAURS	TROLL COMMUNICATIONS L.L.C.	RE 772-914	12/23/97
DISCOVERERS OF THE GREAT LAKES: FRENCHMEN IN AMERICA	TROLL COMMUNICATIONS L.L.C.	RE 772-896	12/23/97
DOLLEY MADISON IN THE WHITE HOUSE	TROLL COMMUNICATIONS L.L.C.	RE 773-231	12/23/97
FIRST THANKSGIVING	TROLL COMMUNICATIONS L.L.C.	RE 773-241	12/23/97
FLASH, CRASH, AND GLOW: ELECTRICITY IN A BULB	TROLL COMMUNICATIONS L.L.C.	RE 772-921	12/23/97
FOLLOW THE RAINBOW AND CATCH THE COLORS	TROLL COMMUNICATIONS L.L.C.	RE 773-242	12/23/97
FREDERICK DOUGLASS	TROLL COMMUNICATIONS L.L.C.	RE 773-227	12/23/97
GOING TO AMERICA WITH THE IMMIGRANTS	TROLL COMMUNICATIONS L.L.C.	RE 773-225	12/23/97
GROWING UP IN A COLONIAL FAMILY	TROLL COMMUNICATIONS L.L.C.	RE 772-909	12/23/97
GROWING UP WITH SAM HOUSTON	TROLL COMMUNICATIONS L.L.C.	RE 773-228	12/23/97
GEORGE WASHINGTON CARVER	TROLL COMMUNICATIONS L.L.C.	RE 773-203	12/23/97
HAPPY TIME CONSONANTS	TROLL COMMUNICATIONS L.L.C.	RE 772-931	12/23/97
HAPPY TIME, RHYME TIME	TROLL COMMUNICATIONS L.L.C.	RE 772-927	12/23/97
HAPPY TIME, WHAT'S MISSING	TROLL COMMUNICATIONS L.L.C.	RE 772-926	12/23/97
HARRIET TUBMAN	TROLL COMMUNICATIONS L.L.C.	RE 773-219	12/23/97
HARVEST FROM THE SEA, THE STORY OF FISHING	TROLL COMMUNICATIONS L.L.C.	RE 773-223	12/23/97
HELLO NEW YEAR	TROLL COMMUNICATIONS L.L.C.	RE 773-237	12/23/97
HOLIDAYS AND SEASONS	TROLL COMMUNICATIONS L.L.C.	RE 772-919	12/23/97
HOOK AND LADDER: THE FIRE DEPARTMENT STORY	TROLL COMMUNICATIONS L.L.C.	RE 772-922	12/23/97
HOT AND COLD	TROLL COMMUNICATIONS L.L.C.	RE 772-923	12/23/97
HOW BIG IS A FOOT, HOW FAT IS A CAT	TROLL COMMUNICATIONS L.L.C.	RE 773-230	12/23/97
HOW TO READ A NEWSPAPER	TROLL COMMUNICATIONS L.L.C.	RE 773-216	12/23/97
I BEG YOUR PARDON	TROLL COMMUNICATIONS L.L.C.	RE 773-240	12/23/97
IF YOU WERE BORN IN ALASKA	TROLL COMMUNICATIONS L.L.C.	RE 773-238	12/23/97
IF YOU WERE BORN IN CANADA	TROLL COMMUNICATIONS L.L.C.	RE 773-238	12/23/97
IF YOU WERE BORN IN FRANCE	TROLL COMMUNICATIONS L.L.C.	RE 773-214	12/23/97
IF YOU WERE BORN IN HAWAII	TROLL COMMUNICATIONS L.L.C.	RE 773-239	12/23/97

TRADEMARK

REEL: 002661 FRAME: 0343

IF YOU WERE BORN IN HOLLAND	TROLL COMMUNICATIONS L.L.C.	RE 773-213	12/23/97
IF YOU WERE BORN IN ITALY	TROLL COMMUNICATIONS L.L.C.	RE 773-235	12/23/97
IF YOU WERE BORN IN JAPAN	TROLL COMMUNICATIONS L.L.C.	RE 772-895	12/23/97
IF YOU WERE BORN IN MEXICO	TROLL COMMUNICATIONS L.L.C.	RE 772-896	12/23/97
IF YOU WERE BORN IN NIGERIA	TROLL COMMUNICATIONS L.L.C.	RE 773-209	12/23/97
IF YOU WERE BORN IN PERU	TROLL COMMUNICATIONS L.L.C.	RE 772-938	12/23/97
IF YOU WERE BORN IN PUERTO RICO	TROLL COMMUNICATIONS L.L.C.	RE 772-937	12/23/97
IF YOU WERE BORN IN SWITZERLAND	TROLL COMMUNICATIONS L.L.C.	RE 773-212	12/23/97
INDIAN CELEBRATIONS	TROLL COMMUNICATIONS L.L.C.	RE 773-220	12/23/97
INDIAN CHILDREN	TROLL COMMUNICATIONS L.L.C.	RE 773-222	12/23/97
INDIAN HOMES	TROLL COMMUNICATIONS L.L.C.	RE 773-193	12/23/97
INDIAN LEGENDS	TROLL COMMUNICATIONS L.L.C.	RE 773-194	12/23/97
INDIANS OF AMERICA	TROLL COMMUNICATIONS L.L.C.	RE 772-925	12/23/97
INDIANS WHO SHOWED THE WAY	TROLL COMMUNICATIONS L.L.C.	RE 772-907	12/23/97
JACKIE ROBINSON	TROLL COMMUNICATIONS L.L.C.	RE 773-217	12/23/97
JEFFERSONS OF MONTICELLO	TROLL COMMUNICATIONS L.L.C.	RE 773-224	12/23/97
LEARNING ABOUT OUR 50 STATES	TROLL COMMUNICATIONS L.L.C.	RE 772-929	12/23/97
LEIF THE LUCKY, VIKING EXPLORER	TROLL COMMUNICATIONS L.L.C.	RE 773-234	12/23/97
LET'S EXPLORE THE MOON	TROLL COMMUNICATIONS L.L.C.	RE 773-218	12/23/97
MACHINES THAT MADE AMERICA GROW	TROLL COMMUNICATIONS L.L.C.	RE 772-883	12/23/97
MAGNETS PUSH AND PULL	TROLL COMMUNICATIONS L.L.C.	RE 773-204	12/23/97
MAKE A JOYOUS SOUND	TROLL COMMUNICATIONS L.L.C.	RE 772-891	12/23/97
MAN WHO DISCOVERED THE GRAND CANYON	TROLL COMMUNICATIONS L.L.C.	RE 772-906	12/23/97
MAPS SHOW US WHERE	TROLL COMMUNICATIONS L.L.C.	RE 772-896	12/23/97
MARCO POLO, MAN OF DESTINY	TROLL COMMUNICATIONS L.L.C.	RE 773-207	12/23/97
MARTIN LUTHER KING, JR.	TROLL COMMUNICATIONS L.L.C.	RE 773-196	12/23/97
MARY MCLEOD BETHUNE	TROLL COMMUNICATIONS L.L.C.	RE 772-916	12/23/97
MEMORIAL DAY	TROLL COMMUNICATIONS L.L.C.	RE 773-196	12/23/97
MEN IN BLUE: POLICEMEN IN ACTION	TROLL COMMUNICATIONS L.L.C.	RE 772-948	12/23/97
MEN WHO EXPLORED GREAT AMERICAN RIVERS	TROLL COMMUNICATIONS L.L.C.	RE 772-903	12/23/97
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WORLD'S WEIRDEST BATS	TROLL COMMUNICATIONS LLC	TX-4-397-521	10/24/96
GOLDFISH CHARLIE & THE CASE OF THE MISSING PLANET	TROLL COMMUNICATIONS LLC	TX-4-394-437	10/24/96
TALES FROM THE SHADOWS	TROLL COMMUNICATIONS LLC	TX-4-400-802	10/24/96
101 WAYS TO READ WITH SPEED & UNDERSTANDING	TROLL COMMUNICATIONS LLC	TX-4-389-887	9/26/96
TURNING POINTS: WHEN EVERYTHING CHANGES	TROLL COMMUNICATIONS LLC	TX-4-389-889	9/26/96
COURAGE: HOW WE FACE CHALLENGES	TROLL COMMUNICATIONS LLC	TX-4-389-870	9/26/96
FRIGHT NIGHT: CREEPY STORIES, POEMS & OTHER SCARY STUFF	TROLL COMMUNICATIONS LLC	TX-4-397-704	10/24/96
MYSTERY OF THE SPOOKY SHADOW	TROLL COMMUNICATIONS LLC	TX-4-393-296	10/24/96
GIVING THANKS	TROLL COMMUNICATIONS LLC	TX-4-397-705	10/24/96
HIJO DEL SOL: UNALEYENDA CUBANA	TROLL COMMUNICATIONS LLC	TX-4-397-392	10/24/96
JUAN BOBO Y EL CABALLO DE SIETE COLORES	TROLL COMMUNICATIONS LLC	TX-4-397-391	10/24/96
CUT UPS: FUNTASTIC WAYS TO CUT SHAPES & DESIGNS	TROLL COMMUNICATIONS LLC	TX-4-397-390	10/24/96
JUNGLE ANIMALS STENCIL FUN	TROLL COMMUNICATIONS LLC	TX-4-393-290	10/24/96
DINOSAUR STENCIL FUN	TROLL COMMUNICATIONS LLC	TX-4-393-291	10/24/96
OUR WORLD: SCIENCE PROJECTS & ACTIVITIES FOR GR. K-3	TROLL COMMUNICATIONS LLC	TX-4-197-360	1/31/96
THE GHOUL BROTHERS	TROLL COMMUNICATIONS LLC	TX-4-386-870	10/24/96
APPLE PICKING	TROLL COMMUNICATIONS LLC	TX-4-374-381	9/25/96
OWL BABIES FLY	TROLL COMMUNICATIONS LLC	TX-4-374-379	9/25/96
FALL COLORS	TROLL COMMUNICATIONS LLC	TX-4-374-418	9/25/96
A KWANZAA MIRACLE	TROLL COMMUNICATIONS LLC	TX-4-367-460	9/25/96
I CAN READ ABOUT FOSSILS	TROLL COMMUNICATIONS LLC	TX-4-369-962	9/26/96
FINISH THE FALCON, A RUSSIAN LEGEND	TROLL COMMUNICATIONS LLC	TX-4-344-828	8/16/96
PRINCE OF THE STABLE, A HUNGARIAN LEGEND	TROLL COMMUNICATIONS LLC	TX-4-344-825	8/16/96
THE BIRD MAIDEN, A SERBIAN LEGEND	TROLL COMMUNICATIONS LLC	TX-4-344-827	8/16/96
TEACHER'S PEST	TROLL COMMUNICATIONS LLC	TX-4-340-838	8/16/96
CLEAVER KARLIS, A LATVIAN LEGEND	TROLL COMMUNICATIONS LLC	TX-4-340-223	8/16/96
YOUNG JACKIE ROBINSON, BASEBALL HERO CD-ROM	TROLL COMMUNICATIONS LLC	TX-4-338-242	10/23/96
YOUNG ABRAHAM LINCOLN, LOG CABIN PRESIDENT CD-ROM	TROLL COMMUNICATIONS LLC	TX-4-338-243	10/23/96
YOUNG HARRIET TUBMAN, FREEDOM FIGHTER CD-ROM	TROLL COMMUNICATIONS LLC	TX-4-338-237	10/23/96
YOUNG GEORGE WASHINGTON, AMERICA'S FIRST PRESIDENT CD-ROM	TROLL COMMUNICATIONS LLC	TX-4-338-250	10/23/96
YOUNG C. COLUMBUS, DISCOVER OF NEW WORLDS CD-ROM	TROLL COMMUNICATIONS LLC	TX-4-338-248	10/23/96
YOUNG HELEN KELLER, WOMEN OF COURAGE CD-ROM	TROLL COMMUNICATIONS LLC	TX-4-338-249	10/23/96
YOUNG MARTIN LUTHER KING, JR. "I HAVE A DREAM" CD-ROM	TROLL COMMUNICATIONS LLC	TX-4-338-240	10/23/96
YOUNG ORVILLE & WILBUR WRIGHT, FIRST TO FLY CD-ROM	TROLL COMMUNICATIONS LLC	TX-4-338-238	10/23/96
YOUNG POCAHONTAS, INDIAN PRINCESS CD-ROM	TROLL COMMUNICATIONS LLC	TX-4-338-239	10/23/96
THE CLOCK BOOK: LEARN TO TELL TIME	TROLL COMMUNICATIONS LLC	TX-4-330-043	8/27/96
COLIN POWELL	TROLL COMMUNICATIONS LLC	TX-4-315-122	2/25/96
LEGENDS OF THE AMERICAS CD-ROM	TROLL COMMUNICATIONS LLC	TX-4-178-557	8/16/96
YOUNG ARTHUR ASHE: BRAVE CHAMPION	TROLL COMMUNICATIONS LLC	TX-4-143-325	10/24/95
YOUNG ROSA PARKS: CIVIL RIGHTS HEROINE	TROLL COMMUNICATIONS LLC	TX-4-143-316	10/24/96
YOUNG THOMAS EDISON: GREAT INVENTOR	TROLL COMMUNICATIONS LLC	TX-4-143-310	10/24/96
LET'S GO TO SCHOOL	TROLL COMMUNICATIONS LLC	TX-4-172-331	10/24/96
LET'S TELL TIME	TROLL COMMUNICATIONS LLC	TX-4-172-310	12/22/95
UNDER THE SEA	TROLL COMMUNICATIONS LLC	TX-4-179-045	10/24/95
LET'S EAT	TROLL COMMUNICATIONS LLC	TX-4-179-046	10/24/95
WORLD'S WEIRDEST BIRDS	TROLL COMMUNICATIONS LLC	TX-4-198-011	1/29/96
WORLD'S WEIRDEST DINOSAURS	TROLL COMMUNICATIONS LLC	TX-4-209-774	1/31/96
ANIMAL ABC'S	TROLL COMMUNICATIONS LLC	TX-4-284-352	9/7/95

MY FIRST BOOK OF SIGN LANGUAGE	TROLL COMMUNICATIONS LLC	TX-4-205-596	1/29/96
HAPPY FALL & WINTER	TROLL COMMUNICATIONS LLC	TX-4-232-882	1/31/96
FULL SPEED AHEAD IN READING	TROLL COMMUNICATIONS LLC	TX-4-232-883	1/31/96
READING POWER	TROLL COMMUNICATIONS LLC	TX-4-232-884	1/31/96
FIRST STEPS IN READING	TROLL COMMUNICATIONS LLC	TX-4-201-558	1/31/96
LETTERS AND SOUNDS	TROLL COMMUNICATIONS LLC	TX-4-201-558	1/31/96
LET'S WRITE	TROLL COMMUNICATIONS LLC	TX-4-201-555	1/31/96
NUMBERS AND COUNTING	TROLL COMMUNICATIONS LLC	TX-4-201-557	1/31/96
HERE'S TO SPRING AND SUMMER	TROLL COMMUNICATIONS LLC	TX-4-201-556	1/31/96
REAL-LIFE WRITING & STUDY SKILLS	TROLL COMMUNICATIONS LLC	TX-4-201-561	1/31/96
SHAPES AND LETTERS	TROLL COMMUNICATIONS LLC	TX-4-201-560	1/31/96
WORKING WITH WORDS	TROLL COMMUNICATIONS LLC	TX-4-201-488	11/16/95
ARITHMETIC FUN	TROLL COMMUNICATIONS LLC	TX-4-170-486	11/16/95
BUILDING WORDS	TROLL COMMUNICATIONS LLC	TX-4-170-487	11/16/95
READING AND THINKING	TROLL COMMUNICATIONS LLC	TX-4-170-490	11/16/95
PHONICS FUN	TROLL COMMUNICATIONS LLC	TX-4-170-491	11/16/95
DIGAMOS LA HORA	TROLL COMMUNICATIONS LLC	TX-4-171-725	10/2/95
LOS ARBOLES	TROLL COMMUNICATIONS LLC	TX-4-171-724	10/2/95
VAMOS A LA ESCUELA	TROLL COMMUNICATIONS LLC	TX-4-171-722	10/2/95
ESTRELLAS: CERCANAS Y LEJANAS	TROLL COMMUNICATIONS LLC	TX-4-252-284	2/28/96
WRITER'S WORKSHOP: WRITING SKILLS & ACTIVITIES	TROLL COMMUNICATIONS LLC	TX-4-145-012	10/25/95
FOLKTALES & LEGENDS: PROJECTS & ACTIVITIES FOR THE	TROLL COMMUNICATIONS LLC	TX-4-145-011	10/25/95
TURKEY TROUBLE	TROLL COMMUNICATIONS LLC	TX-4-151-125	10/25/95
MORE CHRISTMAS PUZZLE FUN	TROLL COMMUNICATIONS LLC	TX-4-151-127	10/25/95
THE PERFECT CHRISTMAS TREE	TROLL COMMUNICATIONS LLC	TX-4-155-333	11/16/95
SPRINGTIME PUZZLE FUN	TROLL COMMUNICATIONS LLC	TX-4-187-988	3/13/96
THE STOWAWAY ELVES	TROLL COMMUNICATIONS LLC	TX-4-170-803	12/1/95
THE BEST JACK-O-LANTERN	TROLL COMMUNICATIONS LLC	TX-4-171-717	10/2/95
MY LITTLE PICTURE DICTIONARY	TROLL COMMUNICATIONS LLC	TX-4-171-723	10/2/95
CHILD OF THE SUN	TROLL COMMUNICATIONS LLC	TX-4-209-776	1/31/96
THE MAGIC FEATHER, A JAMAICAN LEGEND	TROLL COMMUNICATIONS LLC	TX-4-170-095	12/22/95
JUAN BOBO AND THE HORSE OF SEVEN COLORS	TROLL COMMUNICATIONS LLC	TX-4-170-097	12/22/95
EMERALD TREE, A STORY FROM AFRICA	TROLL COMMUNICATIONS LLC	TX-4-181-611	12/22/95
THE MAGIC PEACH, A STORY FROM JAPAN	TROLL COMMUNICATIONS LLC	TX-4-209-477	12/1/95
WHEN SUN RULED THE LAND, A STORY FROM CUBA	TROLL COMMUNICATIONS LLC	TX-4-205-518	1/29/96
WHY SPIDER SPINS TALES, A STORY FROM AFRICA	TROLL COMMUNICATIONS LLC	TX-4-208-523	1/29/96
WHY OWL COMES OUT AT NIGHT, A STORY FROM HAITI	TROLL COMMUNICATIONS LLC	TX-4-208-521	1/29/96
HOW NIGHT CAME TO BE, A STORY FROM BRAZIL	TROLL COMMUNICATIONS LLC	TX-4-208-522	1/29/96
BOBO'S MAGIC WISHES, A STORY FROM PUERTO RICO	TROLL COMMUNICATIONS LLC	TX-4-209-519	1/29/96
WHY OPOSSUM IS GRAY	TROLL COMMUNICATIONS LLC	TX-4-230-639	12/1/95
HOW LLAMA SAVED THE DAY	TROLL COMMUNICATIONS LLC	TX-4-230-640	12/1/95
TAM'S SLIPPER	TROLL COMMUNICATIONS LLC	TX-4-209-476	12/1/95
MANCROW'S FEATHER	TROLL COMMUNICATIONS LLC	TX-4-208-520	1/29/96
THE GOLDEN FLOWER	TROLL COMMUNICATIONS LLC	TX-4-209-475	12/1/95
TREES	TROLL COMMUNICATIONS LLC	TX-4-136-240	12/1/95
BUTTERFLY MAGIC	TROLL COMMUNICATIONS LLC	TX-4-136-239	12/1/95
STARS: NEAR AND FAR	TROLL COMMUNICATIONS LLC	TX-4-211-104	2/26/96
FROGS	TROLL COMMUNICATIONS LLC	TX-4-172-312	12/1/95
SEASONS & HOLIDAYS: CELEBRATIONS ALL YEAR LONG	TROLL COMMUNICATIONS LLC	TX-4-192-283	2/26/96
ANIMAL FRIENDS: PROJECTS & ACTIVITIES FOR GRADES K-3	TROLL COMMUNICATIONS LLC	TX-4-219-767	3/13/96
HI NEIGHBOR PROJECTS & ACTIVITIES ABOUT OUR COMMUNITY	TROLL COMMUNICATIONS LLC	TX-4-187-381	1/31/96
PEOPLE OF THE WORLD: MULTICULTURAL PROJECTS & ACTIVITIES	TROLL COMMUNICATIONS LLC	TX-4-187-394	1/31/96
STORY TIME: SKILL-BUILDING PROJECTS & ACTIVITIES FOR GRADES K-3	TROLL COMMUNICATIONS LLC	TX-4-203-746	3/13/96
HELPING HANDS: SMALL MOTOR SKILLS PROJECTS & ACTIVITIES	TROLL COMMUNICATIONS LLC	TX-4-219-766	3/13/96
EARLY LITERACY SKILLS: PROJECTS & ACTIVITIES FOR GRADES K-3	TROLL COMMUNICATIONS LLC	TX-4-192-284	2/26/96
CIRCLE TIME FUN: PROJECTS & ACTIVITIES FOR GR. PREK-2	TROLL COMMUNICATIONS LLC	TX-4-187-379	1/31/96
NUMBER SKILLS: MATH PROJECTS & ACTIVITIES FOR GR. K-3	TROLL COMMUNICATIONS LLC	TX-4-187-517	1/31/96

CLASSROOM DECORATIONS: IDEAS FOR A CREATIVE CLASSROOM	TROLL COMMUNICATIONS LLC	TX-4-192-281	2/26/96
OUR WORLD: SCIENCE PROJECTS & ACTIVITIES FOR GR. K-3	TROLL COMMUNICATIONS LLC	TX-4-187-380	3/31/96
TIME, MONEY, MEASUREMENT: PROJECTS & ACTIVITIES	TROLL COMMUNICATIONS LLC	TX-4-192-282	2/26/96
NORMAN NEWMAN: MY SISTER THE WITCH	TROLL COMMUNICATIONS LLC	TX-4-114-783	8/16/95
GET WELL SOON, LITTLE SISTER	TROLL COMMUNICATIONS LLC	TX-4-253-858	2/26/96
LOUISE THE ONE AND ONLY	TROLL COMMUNICATIONS LLC	TX-4-138-242	12/1/95
TALES TO CHILL YOUR SPINE	TROLL COMMUNICATIONS LLC	TX-4-164-800	9/7/95
THE JOY OF CHRISTMAS: FAVORITE STORIES, POEMS, AND RECIPES	TROLL COMMUNICATIONS LLC	TX-4-167-370	12/22/95
THE CREATURE IN CRESTWOOD PARK	TROLL COMMUNICATIONS LLC	TX-4-205-372	1/31/96
50 AMAZING U.S. PUZZLES	TROLL COMMUNICATIONS LLC	TX-4-197-933	2/26/96
NEIGHBORS FROM OUTER SPACE	TROLL COMMUNICATIONS LLC	TX-4-259-859	2/26/96
WISH MAGIC	TROLL COMMUNICATIONS LLC	TX-4-259-914	3/13/96
THE PEANUT BUTTER TRAP	TROLL COMMUNICATIONS LLC	TX-4-253-856	2/26/96
THE SECRET CODE BOOK	TROLL COMMUNICATIONS LLC	TX-4-240-063	2/26/96
DISASTER IN ROOM 101	TROLL COMMUNICATIONS LLC	TX-4-287-957	4/25/96
TALES FROM THE TOMB	TROLL COMMUNICATIONS LLC	TX-4-085-288	8/18/95
HUNTED	TROLL COMMUNICATIONS LLC	TX-4-142-849	10/25/96
THERE'S A MASTODON IN MY LIVING ROOM	TROLL COMMUNICATIONS LLC	TX-4-299-194	5/24/96
THE SECRET CODE BOOK	TROLL COMMUNICATIONS LLC	TX-4-299-007	5/24/96
SUPER SPELLING TIPS	TROLL COMMUNICATIONS LLC	TX-4-158-137	10/25/96
ONE-MINUTE CHALLENGES ENGLISH	TROLL COMMUNICATIONS LLC	TX-4-228-898	3/13/96
ONE-MINUTE CHALLENGES MATH	TROLL COMMUNICATIONS LLC	TX-4-187-932	2/26/96
HOW TO SPELL ALMOST ANYTHING	TROLL COMMUNICATIONS LLC	TX-4-203-683	10/25/95
101 WAYS TO BOOST YOUR MATH SKILLS	TROLL COMMUNICATIONS LLC	TX-4-164-787	9/7/95
HOW TO IMPROVE YOUR WORD POWER	TROLL COMMUNICATIONS LLC	TX-4-164-801	9/7/95
MATH POWER: HOW TO GET A'S IN MATH	TROLL COMMUNICATIONS LLC	TX-4-173-252	11/16/95
101 WAYS TO BOOST YOUR WRITING SKILLS	TROLL COMMUNICATIONS LLC	TX-4-173-253	11/16/95
EXPLORE THE WORLD: SOCIAL STUDIES PROJECTS & ACTIVITIES	TROLL COMMUNICATIONS LLC	TX-4-168-172	12/22/95
LEARNING THROUGH LITERATURE: PROJECTS & ACTIVITIES FOR	TROLL COMMUNICATIONS LLC	TX-4-168-173	12/22/95
HOLIDAYS AROUND THE WORLD: MULTICULTURAL PROJECTS &	TROLL COMMUNICATIONS LLC	TX-4-168-169	12/22/95
THE WORLD AROUND US: GEOGRAPHY PROJECTS & ACTIVITIES	TROLL COMMUNICATIONS LLC	TX-4-168-170	12/22/95
HEALTHY BODIES, HEALTHY MINDS	TROLL COMMUNICATIONS LLC	TX-4-168-168	12/22/95
CREATIVE PROJECTS: QUICK AND EASY ART PROJECTS	TROLL COMMUNICATIONS LLC	TX-4-168-164	12/22/95
IT ALL ADDS UP: MATH SKILL BUILDING ACTIVITIES FOR GR. 4-6	TROLL COMMUNICATIONS LLC	TX-4-168-171	12/22/95
WORLD EXPLORERS: DISCOVER THE PAST	TROLL COMMUNICATIONS LLC	TX-4-168-175	12/22/95
CLASSROOM DECOR: DECORATE YOUR CLASSROOM FROM	TROLL COMMUNICATIONS LLC	TX-4-168-165	12/22/95
THINK ABOUT IT: SKILL-BUILDING PUZZLES ACROSS THE CURRICULUM	TROLL COMMUNICATIONS LLC	TX-4-168-167	12/22/95
STORY WRITING: CREATIVE WRITING PROJECTS & IDEAS	TROLL COMMUNICATIONS LLC	TX-4-168-166	12/22/95
THE SHOE BOOK	TROLL COMMUNICATIONS LLC	TX-4-147-077	10/2/95
CRAZY COLLECTOR CAPS	TROLL COMMUNICATIONS LLC	TX-4-143-854	10/2/95
SAND PAINTING: A NATIVE AMERICAN CRAFT KIT	TROLL COMMUNICATIONS LLC	TX-4-215-092	2/26/96
I CAN JUGGLE	TROLL COMMUNICATIONS LLC	TX-4-190-381	1/31/96
STUCK ON MAGNETS	TROLL COMMUNICATIONS LLC	TX-4-190-380	1/31/96
LIGHT AND COLOR	TROLL COMMUNICATIONS LLC	TX-4-226-242	1/31/96
DO-IT-YOURSELF CALLIGRAPHY	TROLL COMMUNICATIONS LLC	TX-4-170-489	11/16/95
BIRTHDAYS: CELEBRATING LIFE AROUND THE WORLD	TROLL COMMUNICATIONS, LLC	TX-4-151-576	11/16/95
YOUNG FREDERICK DOUGLASS: FREEDOM FIGHTER	TROLL COMMUNICATIONS LLC	TX-4-143-317	10/24/96
EARTH ALERT: ENVIRONMENTAL STUDIES FOR GRADES 4-5	TROLL COMMUNICATIONS LLC	TX-4-168-174	12/22/95
YOUNG AMELIA EARHART, A DREAM TO FLY CD-ROM	TROLL COMMUNICATIONS LLC	TX-4-338-241	10/23/96
NIGHT OWL & THE ROOSTER A HAITIAN LEGEND	TROLL COMMUNICATIONS LLC	TX-4-170-096	12/22/95
MYSTERY OF THE VANISHING CREATURES	TROLL COMMUNICATIONS LLC	TX-4-345-730	12/1/96
THE MITTEN	TROLL COMMUNICATIONS L.L.C.	TX-4-429-539	12/1/96
CANDY HEARTS	TROLL COMMUNICATIONS L.L.C.	TX-4-429-540	12/1/96
COURAGE: HOW WE FACE CHALLENGES TEACHING GUIDE	TROLL COMMUNICATIONS L.L.C.	TX-4-238-092	12/1/96
RED FOX IN WINTER	TROLL COMMUNICATIONS L.L.C.	TX-4-430-211	1/21/97
ENGLISH HOMEWORK SURVIVAL GUIDE	TROLL COMMUNICATIONS L.L.C.	TX-4-647-611	9/15/96

EXHIBIT "C"

PATENTS

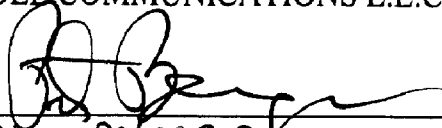
PATENT

DESCRIPTION	DOCKET NO.	COUNTRY	SERIAL NO.	FILING DATE	STATUS
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None.

IN WITNESS WHEREOF, the parties hereto have duly executed this Intellectual Property Security Agreement as of the day and year first above written.

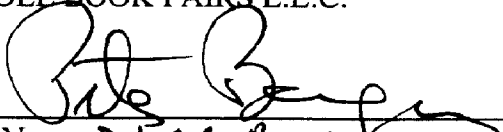
TROLL COMMUNICATIONS L.L.C.

By: 
Name: Peter E. Bergen
Title: President + CEO

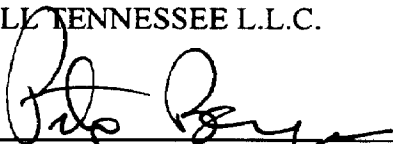
TROLL ASSOCIATES L.L.C.

By: 
Name: Peter E. Bergen
Title: President + CEO


TROLL BOOK FAIRS L.L.C.

By: 
Name: Peter E. Bergen
Title: President + CEO

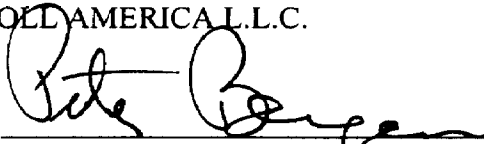
TROLL TENNESSEE L.L.C.

By: 
Name: Peter E. Bergen
Title: President + CEO

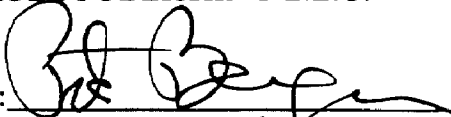
TROLL HOME CLUBS L.L.C.

By: 
Name: Peter E. Bergen
Title: President + CEO

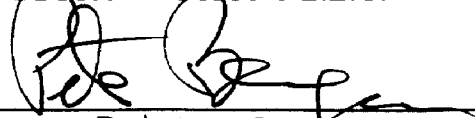
TROLL AMERICA L.L.C.

By: 
Name: Peter E. Bergen
Title: President + CEO

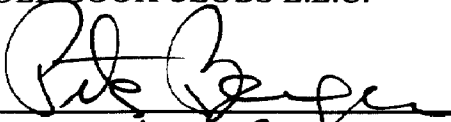
TROLL PUBLISHING L.L.C.

By: 
Name: Peter E. Bergen
Title: President + CEO


TROLL PRODUCTIONS L.L.C.

By: 
Name: Peter E. Bergen
Title: President + CEO

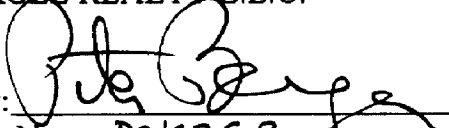
TROLL BOOK CLUBS L.L.C.

By: 
Name: Peter E. Bergen
Title: President + CEO

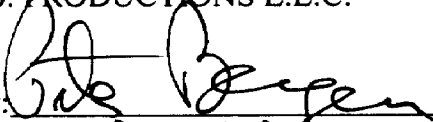
TROLL BOOK CLUBS NORTH L.L.C.

By: 
Name: Peter E. Bergen
Title: President + CEO

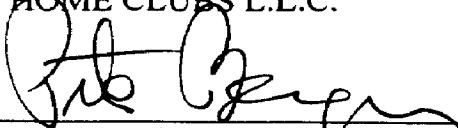
TROLL REALTY L.L.C.

By: 
Name: Peter E. Bergen
Title: President + CEO

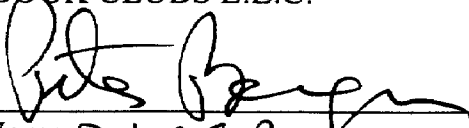
J.B. PRODUCTIONS L.L.C.

By: 
Name: Peter E. Bergen
Title: President + CEO

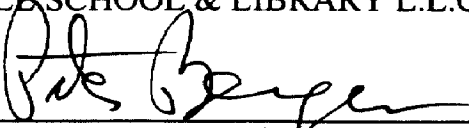
J.B. HOME CLUBS L.L.C.

By: 
Name: Peter E. Berger
Title: President + CEO

J.B. BOOK CLUBS L.L.C.

By: 
Name: Peter E. Berger
Title: President + CEO

TROLL SCHOOL & LIBRARY L.L.C.

By: 
Name: Peter E. Berger
Title: President + CEO

Accepted:

LLR EQUITY PARTNERS, L.P.

By: LLR Capital, L.P., its general partner

By: LLR Capital, LLC, its general partner

By: _____
Name:
Title: Member:

J.B. HOME CLUBS L.L.C.

By: _____
Name:
Title:

J.B. BOOK CLUBS L.L.C.

By: _____
Name:
Title:

TROLL SCHOOL & LIBRARY L.L.C.


By: _____
Name:
Title:

Accepted:

LLR EQUITY PARTNERS, L.P.

By: LLR Capital, L.P., its general partner

By: LLR Capital, LLC, its general partner

By: 
Name: Seth J. Lewis
Title: Member:

NOTICE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

NOTICE dated January 23, 2003, from _____, a Delaware limited liability company ("Debtor"), having an address at 100 Corporate Drive, Mahwah, NJ 07430-2041, to and in favor of LLR Equity Partners, L.P. (the "Secured Party"), as collateral agent for LLR Equity Partners, L.P. and LLR Equity Partners Parallel, L.P., Quad Venture Partners SBIC LP and Quad Venture Partners (collectively, the "Lenders").

WHEREAS, Debtor is the owner of certain Intellectual Property Collateral as listed in Exhibits A, B, C and D hereto; and

WHEREAS, the Lenders have agreed to make loans in a maximum principal amount of \$4,000,000 to the Debtor and certain affiliates of the Debtor under that certain Credit Agreement dated the date hereof, on condition that the Debtor pledges and grants to Secured Party as collateral for the obligations of the Debtor to Lenders, a security interest and lien in and to such Intellectual Property Collateral and application therefore described above, including the registrations thereof, the goodwill associated therewith and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement in favor of Secured Party (the "IP");

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the obligations, Debtor hereby pledges and grants and collaterally assigns to Secured Party a security interest and lien in and to all rights, title and interest in and to the aforesaid IP, and gives notice of such security interest and the existence of such Intellectual Property Security Agreement providing therefor.

Executed as of the date first above written.

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____