

4/12/04

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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04-12-2004



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks 102718660

original documents or copy thereof.

1. Name of conveying party(ies):
RIVERDEEP INTERACTIVE LEARNING LIMITED

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

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

2. Name and address of receiving party(ies)
CREDIT SUISSE FIRST BOSTON, AS COLLATERAL AGENT

Name: _____
Internal Address: _____
Street Address: 11 MADISON AVENUE
City: NEW YORK State: NY Zip: 10013

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State DELAWARE
 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? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 03/24/2004

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

A. Trademark Application No.(s)
SEE ATTACHED

B. Trademark Registration No.(s)
SEE ATTACHED

Additional number(s) attached Yes No

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

Name: PENELOPE J.A. AGODOA
Internal Address: FEDERAL RESEARCH CORPORATION

Street Address: 1030 FIFTEENTH STREET NW, SUITE 920

City: WASHINGTON State: D.C. Zip: 20005

6. Total number of applications and registrations involved: 172

7. Total fee (37 CFR 3.41).....\$ 4,315.00

Enclosed
 Authorized to be charged to deposit account

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 copy of the original document.

RANDI S. ARONOW
Name of Person Signing

Signature

April 9, 2004
Date

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

04/13/2004 LMUELLER 00000019 76543144

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

5865/229, R. Lipson

01 FC:0521 40.00 OP
02 FC:0522 4275.00 OP

**SCHEDULE 2.01(iv)
TO
SECURITY AGREEMENT**

**TRADEMARKS APPLICATIONS OF
RIVERDEEP INTERACTIVE LEARNING LIMITED**

<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>
ADVENTURE WORKSHOP	76/543,144	8/26/2003
ADVENTURE WORKSHOP	76/543,143	8/26/2003
AN OREGON TRAIL ADVENTURE	76/577,666	2/24/2004
ATOMIC CLOCK	76/559,648	10/31/2003
CARMEN SANDIEGO	76/488,488	2/10/2003
DESTINATION READING	76/244770	4/20/2001
DESTINATION SUCCESS	76/572,143	1/22/2004
DESTINATION TEACH	76/570,985	1/15/2004
LEARNING COMPANY BOOKS	76/487,536	2/5/2003
MAVIS BEACON TEACHES TYPING!	76/455372	9/23/2002
MIGHTY MATH	76/543,145	8/26/2003
MIND POWER	76/455,373	9/23/2002
PRINTMASTER	76/572,144	1/22/2004
READER RABBIT	76/488,490	2/10/2003
RIVERDEEP LEARNING VILLAGE	78/115,677	3/18/2002
RIVERDEEP LEARNING VILLAGE & design	76/423,703	6/20/2002
RIVERDEEP LEARNING VILLAGE (and design)	78/357,953	1/27/2004
RIVERDEEP LEARNING VILLAGE (wordmark)	78/351,285	1/13/2004
STARFLYERS	76/347,324	12/10/2001
STARFLYERS & design	76/487,249	2/4/2003
THE CLUEFINDERS	76/488,489	2/10/2003
ZOOMBINIS	76/457251	10/10/2002
ZOOMBINIS	76/457250	10/10/2002

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**TRADEMARK
REEL: 002942 FRAME: 0225**

**SCHEDULE 2.01(iv)
TO
SECURITY AGREEMENT**

**TRADEMARKS OF
RIVERDEEP INTERACTIVE LEARNING LIMITED**

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
3D HOME ARCHITECT	1,862,392	11/15/1994
3D HOME INTERIORS	2,369,668	7/25/2000
ACTIVE MIND SERIES	2,078,845	7/15/1997
ALL AROUND FRIPPLETOWN	2,449,929	5/8/2001
ASTRO ALGEBRA	2,136,232	2/10/1998
ATOMIC CLOCK	2,074,600	6/24/1997
BAILEY'S BOOK HOUSE	1,834,422	5/3/1994
BAILEY'S BOOK HOUSE	1,904,381	7/11/1995
BODYWORKS	1,729,084	11/3/1992
BRAIN BYTES	2,363,016	6/27/2000
BRODERBUND	2,618,094	9/10/2002
BRODERBUND SOFTWARE	1,306,829	11/27/1984
CALCULATING CREW	2,127,794	1/6/1998
CARMEN SANDIEGO CONNECTION	2,212,991	12/22/1998
CARMEN SANDIEGO JUNIOR DETECTIVE EDITION	2,007,255	10/8/1996
CARMEN SANDIEGO WORD DETECTIVE	2,304,536	12/28/1999
CARNIVAL COUNTDOWN	2,145,268	3/17/1998
CLICKART	1,316,792	1/29/1985
CLICKART Design ("George" Logo)	2,176,867	7/28/1998
COMPTON'S	1,771,187	5/18/1993
COMPTON'S HOME LIBRARY	2,242,369	5/4/1999
COMPTON'S INTERACTIVE ENCYCLOPEDIA	2,278,656	9/21/1999
DESTINATION MATH	2,578,138	6/11/2002
DESTINATION MATH	2,554,481	4/2/2002
DIJIT and Design	2,487,878	9/11/2001
DIJIT and Design	2,448,059	5/1/2001
DIJIT Logo	2,402,359	11/7/2000
DIJIT Logo	2,435,510	3/13/2001
DIJIT Logo	2,487,877	9/11/2001
DOWNLOAD ZONE	2,140,133	3/3/1998
E Logo	2,262,249	7/20/1999
EDCONNECT	2,747,811	8/5/2003
EDMARK	1,016,865	7/29/1975

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<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
EDMARK	1,015,485	7/8/1975
EDMARK	2,515,111	12/4/2001
EDMARK and Design	1,878,465	2/14/1995
EDMARK IGNITE THE CURIOUS MIND and Design	2,252,796	6/15/1999
EDVANTAGE	2,525,466	1/1/2002
ELANGUAGE	2,470,749	7/17/2001
EXPLORERS OF THE NEW WORLD	2,185,172	8/25/1998
EXPRESSIT	2,774,448	10/21/2003
EXPRESSIT & Design	2,777,180	10/28/2003
EXPRESSIT TECHNOLOGY	2,500,429	10/23/2001
FAMILY LAWYER	2,039,432	2/18/1997
FOOLPROOF	1,926,732	10/10/1995
FRIPPLETOWN	2,571,790	5/21/2002
GALACTIC BRAIN BENDERS	2,466,413	7/3/2001
GIZMOS & GADGETS	1,865,655	12/6/1994
GRADE BUILDER	2,286,115	10/12/1999
HIGHWAY PATROL	2,213,162	12/22/1998
IGNITE THE CURIOUS MIND	2,214,186	12/29/1998
JAMES DISCOVERS MATH	2,233,893	3/23/1999
KID PIX	1,810,528	12/14/1993
KNOWLEDGE MUNCHERS	2,358,182	6/13/2000
LEARNING NEEDS	2,694,218	3/4/2003
LEARNINGBUDDIES	2,448,326	5/1/2001
LIVING BOOKS	1,796,822	10/5/1993
LIVING BOOKS & DESIGN	2,011,414	10/29/1996
LOGAL	1,882,881	3/7/1995
LOGAL SIMLIBRARY	2,551,916	3/26/2002
LOGIC QUEST	2,177,164	7/28/1998
LOGICAL JOURNEY OF THE ZOOMBINIS	2,041,387	2/25/1997
MARLU & Design	1,991,609	8/6/1996
MATH MUNCHERS	2,245,681	5/18/1999
MATHKEYS	1,885,562	3/21/1995
MAVIS BEACON	2,070,388	6/10/1997
MAVIS BEACON TEACHES TYPING!	1,503,670	9/13/1988
MEGA MUNCHERS	2,327,197	3/7/2000
MIDNIGHT RESCUE!	1,850,618	8/23/1994

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**SCHEDULE 2.01(iv)
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<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
MIGHTY MATH	2,096,700	9/16/1997
MILLIE & BAILEY	2,187,757	9/8/1998
MILLIE'S MATH HOUSE	1,784,693	7/27/1993
MINDTWISTER MATH	2,470,384	7/17/2001
MYWAVE and Design	2,551,764	3/26/2002
NOW THE BEST SCHOOL CAN BE EVERYWHERE	2,463,867	6/26/2001
NUMBER HEROES	2,099,000	9/23/1997
NUMBER MUNCHERS	2,233,137	3/23/1999
ORANGA BANGA	1,928,742	10/17/1995
ORLY'S DRAW-A-STORY	2,179,142	8/4/1998
OUTNUMBERED!	1,616,866	10/9/1990
PAINT, WRITE & PLAY!	2,113,982	11/18/1997
PIONEER ADVENTURES	2,445,419	4/24/2001
POWERED BY BRODERBUND'S EXPRESSIT TECHNOLOGY & Design	2,500,430	10/23/2001
PRACTICE MAKES PERFECT	2,276,281	9/7/1999
PRINTMASTER	2,111,762	11/11/1997
READER RABBIT	1,430,966	3/3/1987
READER RABBIT'S TODDLER	2,191,554	9/22/1998
READER RABBIT'S KINDERGARTEN	2,194,347	10/6/1998
READER RABBIT'S PRESCHOOL	2,191,555	9/22/1998
READER RABBIT'S READING DEVELOPMENT LIBRARY	2,159,221	5/19/1998
RIVERDEEP	2,605,772	8/6/2002
RIVERDEEP	2,400,552	10/31/2000
RIVERDEEP INTERACTIVE LEARNING	2,469,585	7/17/2001
RIVERDEEP INTERACTIVE LEARNING	2,465,682	7/3/2001
RIVERDEEP Logo	2,452,885	5/22/2001
RIVERDEEP Logo	2,508,894	11/20/2001
SAFEFILTER	2618591	9/10/2002
SAMMY'S SCIENCE HOUSE	1,929,707	10/24/1995
SKILLS BANK	1,732,691	11/17/1992
SKY ISLAND MYSTERIES	2,238,506	4/13/1999
SMARTSTUFF	1,939,206	12/5/1995
SPIRITUAL EXPRESSIONS	2,366,829	7/11/2000
STANLEY'S STICKER STORIES	2,078,912	7/15/1997

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**SCHEDULE 2.01(iv)
TO
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<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
STORYBOOK WEAVER	1,769,401	5/4/1993
STUDENT WRITING CENTER	1,873,215	1/10/1995
SUPER SECRET SCIENCE STATION	2,223,894	2/16/1999
SUPER SOLVERS	1,872,342	1/10/1995
THE AMAZING WRITING MACHINE	1,969,945	4/23/1996
THE AMAZON TRAIL	1,850,384	8/16/1994
THE CLUEFINDERS	2,286,308	10/12/1999
THE COMPLETE REFERENCE COLLECTION	2,273,150	8/24/1999
THE EDITOR'S DESK and Design	2,676,400	1/21/2003
THE LEARNING COMPANY	1,347,323	7/9/1985
THE OREGON TRAIL	1,771,617	5/18/1993
THE PRINT SHOP	1,395,538	6/3/1986
THE PRINT SHOP ESSENTIALS	2,414,416	12/19/2000
THE WRITING TREK	2,769,398	9/30/2003
THEMEWEAVERS	2651018	11/19/2002
THINK IT. PRINT IT.	2,622,525	9/24/2002
THINKIN' THINGS	1,934,358	11/7/1995
THINKIN' THINGS and Design	1,932,617	11/7/1995
TLC & Design	2,200,440	10/27/1998
TLC THE LEARNING COMPANY & Design	2,364,846	7/4/2000
TLC THE LEARNING COMPANY FOR GREATER KNOWLEDGE & DESIGN	2,322,090	2/22/2000
TOUCHFREE	2,470,715	7/17/2001
TOUCHWINDOW	1,479,442	3/8/1988
TRAVEL THE WORLD	2,280,183	9/21/1999
TREASURE COVE!	1,818,409	1/25/1994
TREASURE MATHSTORM!	1,832,011	4/19/1994
TREASURE MOUNTAIN!	1,854,540	9/20/1994
TRIVIA MUNCHERS	2,245,677	5/18/1999
TRUDY'S TIME & PLACE HOUSE	2,062,744	5/20/1997
TRUE NETWORK VERSIONS	2,302,982	12/21/1999
ULTIMATE WRITING & CREATIVITY CENTER	2,077,963	7/8/1997
VIRTUAL MAKEOVER	2,388,081	9/19/2000
VIRTUAL MANIPULATIVES	2,178,726	8/4/1998
VIRTUALTALK	2,506,080	11/13/2001
VIRUCIDE	1,665,430	11/19/1991
WHERE IN THE U.S.A. IS CARMEN SANDIEGO?	1,483,655	4/5/1988

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**SCHEDULE 2.01(iv)
TO
SECURITY AGREEMENT**

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
WHERE IN THE WORLD IS CARMEN SANDIEGO	2,221,220	2/2/1999
WHERE IN THE WORLD IS CARMEN SANDIEGO?	1,383,516	2/18/1986
WHERE IN THE WORLD IS CARMEN SANDIEGO?	2,163,949	6/9/1998
WHERE IN THE WORLD IS CARMEN SANDIEGO?	2,213,937	12/29/1998
WHERE IN THE WORLD IS CARMEN SANDIEGO?	2,223,676	2/16/1999
WHERE IN TIME IS CARMEN SANDIEGO?	1,606,525	7/17/1990
WORD MUNCHERS	2,244,406	5/11/1999
WORDS AROUND ME	2,025,822	2/24/1996
WRITE FOR YOUR LIFE and Design	2,671,124	1/7/2003
ZOO ZILLIONS	2,145,266	3/17/1998

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CP Doc 2(b)(vii)

EXECUTION COPY

ORIGINAL

SECURITY AGREEMENT

dated as of March 24, 2004

among

THE OBLIGORS FROM TIME TO TIME PARTY HERETO

and

**CREDIT SUISSE FIRST BOSTON,
as Collateral Agent**

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Schedules:

Schedule 1.01 - Claims
Schedule 2.01(iv) Intellectual Property
Schedule 3.07 - Deposit Accounts and Securities Accounts
Schedule 4.01 - Filings to Perfect Security Interests

Exhibits:

Exhibit A - Form of Assignment of Security Interest in United States Patents and Trademarks
Exhibit B - Form of Assignment of Security Interest in United States Copyrights
Exhibit C - Form of Depository Bank Account Control Agreement
Exhibit D - Form of Landlord's Waiver and Consent
Exhibit E - Form of Consent to Assignment of Letter of Credit Proceeds

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Exhibit F

Form of Perfection Certificate

SECURITY AGREEMENT dated as of March 24, 2004 (as amended, modified or supplemented from time to time, this "Agreement") among the OBLIGORS from time to time party hereto and CREDIT SUISSE FIRST BOSTON, as Collateral Agent for the Secured Parties referred to herein.

Riverdeep Interactive Learning Limited, a company incorporated in the Republic of Ireland with registered number 214978 (the "Parent"), and certain affiliates of the Parent (together with their respective successors and permitted assigns, the "Borrowers"), have entered into a Credit Agreement dated as of March 24, 2004 (as amended, modified or supplemented from time to time and including any agreement extending the maturity of, refinancing or otherwise restructuring all or any portion of the obligations of the Parent and the Borrowers under such agreement or any successor agreement, the "Senior Credit Agreement") among the Parent, the Borrowers, the financial institutions from time to time party thereto (each a "Senior Lender" and, collectively, the "Senior Lenders"), Credit Suisse First Boston, acting through its London Branch and the Royal Bank of Scotland PLC, as Mandated Lead Arrangers (together with their respective successor or successors in such capacities, the "Senior Lead Arrangers"), Credit Suisse First Boston, acting through its London Branch, as facility agent for the Lenders (together with its successor or successors in such capacity, the "Senior Facility Agent"), and Credit Suisse First Boston, acting through its London Branch, as security agent and trustee for the Lenders (together with its successor or successors in such capacity, the "Senior Security Agent").

Certain Senior Lenders and their affiliates (the "Hedging Lenders") may from time to time provide forward rate agreements, options, swaps, caps, floors, other financial derivative agreements and other combinations or hybrids of any of the forgoing (collectively, the "Hedging Agreements"). The Senior Lenders, the Senior Lead Arrangers, the Senior Facility Agent, the Senior Security Agent, each Ancillary Lender and Issuing Lender (as defined in the Senior Credit Agreement) and each Hedging Lender and their respective successors and assigns are herein referred to as the "Senior Finance Parties").

To induce the Senior Lenders to enter into the Senior Credit Agreement and the other senior finance documents referred to therein (such senior finance documents, together with the Senior Credit Agreement, the "Senior Finance Documents") and to induce the Hedging Lenders to enter into the Hedging Agreements (the Hedging Agreements, together with the Senior Finance Documents, the "Finance Documents") and as a condition precedent to the obligations of the Senior Finance Parties under the Finance Documents, the Borrowers have agreed to provide a guarantee of the obligations owed under the Finance Documents. Certain other members of the Parent's affiliated group of companies have also provided or will provide guaranties (such guaranties and the guaranties referred to in the preceding sentence being herein referred to individually as a "Guaranty" and collectively as the "Guaranties") under or in respect of the Senior Credit Agreement and the Hedging Agreements in relation to the Finance Documents (such subsidiaries, affiliates and other persons referred to in this and the preceding sentence and all other persons that now or hereafter have obligations under guaranties under or in respect of the Finance Documents being herein referred to individually as a "Guarantor" and collectively as the "Guarantors"). Certain of these Guarantors, together with each other person that becomes a party hereto pursuant to Section 7.09 hereof and the respective successors and permitted assigns of each of the foregoing, being herein referred to as the "Obligors"), have agreed or will agree to grant a continuing security interest in favor of the Collateral Agent in and to the Collateral (as hereinafter defined) to secure the Secured Obligations (as hereinafter defined). Accordingly, the parties hereto agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.01. Terms Defined in the Finance Documents. Capitalized terms defined in the Senior Credit Agreement and not otherwise defined herein have, as used herein, the respective meanings provided for therein.

Section 1.02. Terms Defined in the UCC. Unless otherwise defined herein or in the Senior Credit Agreement or the context otherwise requires, the following terms, together with any uncapitalized terms used herein which are defined in the UCC, have the respective meanings provided in the UCC: (i) As-Extracted Collateral; (ii) Certificated Security; (iii) Chattel Paper; (iv) Documents; (v) Financial Asset; (vi) Instruments; (vii) Inventory; (viii) Investment Property; (ix) Payment Intangibles; (x) Proceeds; (xi) Securities Account; (xii) Securities Intermediary; (xiii) Security; (xiv) Security Certificate; (xv) Security Entitlements; and (xvi) Uncertificated Security.

Section 1.03. Additional Definitions. Terms defined in the introductory section hereof have the respective meanings set forth therein. The following additional terms, as used herein, have the following respective meanings:

“Account Control Agreement” means (i) with respect to a Deposit Account, a depositary bank account control agreement, substantially in the form of Exhibit C hereto, among one or more Obligors, the Collateral Agent and the bank which maintains such Deposit Account and (ii) with respect to a Securities Account, a securities account control agreement, substantially in the form of Exhibit B to the US Pledge Agreement, among one or more Obligors, the Collateral Agent and the Securities Intermediary which maintains such Securities Account, in each case as the same may be amended, modified or supplemented from time to time.

“Accounts” means (i) all “accounts” (as defined in the UCC), (ii) all of the rights of any Obligor in, to and under all purchase orders for goods, services or other property, (iii) all of the rights of any Obligor to any goods, services or other property represented by any of the foregoing (including returned or repossessed goods and unpaid seller’s rights of rescission, replevin, reclamation and rights to stoppage in transit) and (iv) all monies due to or to become due to any Obligor under any and all contracts for any of the foregoing (in each case, whether or not yet earned by performance on the part of such Obligor), including, without limitation, the right to receive the Proceeds of said purchase orders and contracts, all Supporting Obligations of any kind given by any Person with respect to all or any of the foregoing.

“Account Debtor” means an “account debtor” (as defined in the UCC), and also means and includes Persons obligated to pay negotiable instruments and other Receivables.

“Bank Guarantee” has the meaning set forth in the Senior Credit Agreement.

“Cash Equivalents” has the meaning set forth in the Senior Credit Agreement.

“Cash Proceeds Account” has the meaning set forth in Section 2.04(a) of this Agreement.

“Claims” means all “commercial tort claims” (as defined in the UCC), including, without limitation, each of the claims described on Schedule 1.01 hereto, as such Schedule may be amended, modified or supplemented from time to time, and also means and includes all claims, causes of action and similar rights and interests (however characterized) of an Obligor, whether arising in

contract, tort or otherwise, and whether or not subject to any action, suit, investigation or legal, equitable, arbitration or administrative proceedings.

“Collateral” has the meaning set forth in Section 2.01 of this Agreement.

“Collateral Accounts” means one or more of the Cash Proceeds Account, the LC Cash Collateral Account, the Reinvestment Funds Account, the Prepayment Account and any other Securities Accounts or Deposit Accounts established with or in the possession or under the control of the Collateral Agent into which cash or cash Proceeds (including cash Proceeds of insurance policies, awards of condemnation or other compensation) of any Collateral are deposited from time to time, collectively.

“Collateral Agent” means Credit Suisse First Boston, in its capacity as collateral agent for the Secured Parties, and its successor or successors in such capacity.

“Computer Hardware” means all computer and other electronic data processing hardware of an Obligor, whether now or hereafter owned, licensed or leased by such Obligor, including, without limitation, all 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, peripheral devices and other related computer hardware, all documentation, flowcharts, logic diagrams, manuals, specifications, training materials, charts and pseudo codes associated with any of the foregoing and all options, warranties, services contracts, program services, test rights, maintenance rights, support rights, renewal rights and indemnifications relating to any of the foregoing.

“Copyright” means any of the following, whether now existing or hereafter arising, created or acquired:

(i) the United States and foreign copyrights described on Schedule 2.01(iv) attached hereto or Schedule 10B to any Obligor’s Perfection Certificate and any renewals thereof;

(ii) all other common law and/or statutory rights in all copyrightable subject matter under the laws of the United States or any other country (whether or not the underlying works of authorship have been published);

(iii) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental, derivative or collective work registrations and pending applications for registrations in the United States Copyright Office or any other country;

(iv) all computer programs, web pages, computer data bases and computer program flow diagrams, including all source codes and object codes related to any or all of the foregoing;

(v) all tangible property embodying or incorporating any or all of the foregoing, whether in completed form or in some lesser state of completion, and all masters, duplicates, drafts, versions, variations and copies thereof, in all formats;

(vi) all claims for, and rights to sue for, past, present and future infringement of any of the foregoing;

(vii) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements thereof and payments and damages under all Copyright Licenses in connection therewith;

(viii) all rights in any of the foregoing, whether arising under the laws of the United States or any foreign country or otherwise, to copy, record, synchronize, broadcast, transmit, perform and/or display any of the foregoing or any matter which is the subject of any of the foregoing in any manner and by any process now known or hereafter devised; and

(ix) the name and title of each Copyright item and all rights of any Obligor to the use thereof, including, without limitation, rights protected pursuant to trademark, service mark, unfair competition, anti-cybersquatting and/or the rules and principles of any other applicable statute, common law or other rule or principle of law now existing or hereafter arising.

“Copyright Assignment” means an Assignment of Security Interest in United States Copyrights, substantially in the form of Exhibit B to this Agreement, between one or more Obligors and the Collateral Agent, as the same may be amended, modified or supplemented from time to time.

“Copyright License” means any agreement now or hereafter in existence granting to any Obligor any rights, whether exclusive or non-exclusive, to use another Person’s copyrights or copyright applications, or pursuant to which any Obligor has granted to any other Person, any right, whether exclusive or non-exclusive, with respect to any Copyright, whether or not registered.

“Credit Party” means the Parent, any Borrower, any Guarantor and each Obligor, and “Credit Parties” means all of them, collectively.

“Declared Default” means an Event of Default which has resulted in the Senior Facility Agent exercising any of its rights under clause 21.2 of the Senior Credit Agreement.

“Deposit Accounts” means all “deposit accounts” (as defined in the UCC) and also means and includes all demand, time, savings, passbook or similar accounts maintained by an Obligor with a bank or other financial institution, whether or not evidenced by an Instrument, all cash and other funds held therein and all passbooks related thereto and all certificates and Instruments, if any, from time to time representing, evidencing or deposited into such deposit accounts.

“Direct Exposure” has the meaning set forth in Section 2.06 of this Agreement.

“Dollar Equivalent” means, at any date in relation to an amount denominated in a currency other than Dollars, the amount of that currency converted into Dollars at the spot rate of exchange of the Senior Facility Agent for the purchase of Dollars with the appropriate amount of such other currency in the New York foreign exchange market in the ordinary course of business at or about 10:00 AM on the day in question for delivery two Business Days later; provided, however, that if at the time of any such determination, for any reason, no such spot rate is being quoted, the Collateral Agent may use any method it deems reasonably appropriate to determine such rate, and such determination shall be presumptively correct absent manifest error.

“Equipment” means all “equipment” (as defined in the UCC), including all items of machinery, equipment, Computer Hardware, furnishings and fixtures of every kind, whether or not affixed to real property, as well as all motor vehicles, automobiles, trucks, trailers, railcars, barges and vehicles of every description, handling and delivery equipment, all additions to, substitutions for,

replacements of or accessions to any of the foregoing, all attachments, components, parts (including spare parts) and accessories whether installed thereon or affixed thereto and all fuel for any thereof and all options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights and indemnifications relating to any of the foregoing.

“Euro Equivalent” means, at any date in relation to an amount denominated in a currency other than Euros, the amount of that currency converted into Euros at the spot rate of exchange of the Senior Facility Agent for the purchase of Euros with the appropriate amount of such other currency in the New York foreign exchange market in the ordinary course of business at or about 10:00 AM on the day in question for delivery two Business Days later; provided, however, that if at the time of any such determination, for any reason, no such spot rate is being quoted, the Collateral Agent may use any method it deems reasonably appropriate to determine such rate, and such determination shall be presumptively correct absent manifest error.

“Event of Default” means one or more Events of Default, as such term is defined in the Senior Credit Agreement.

“Excluded Contract” means at any date any rights or interest of an Obligor in, to or under any agreement, contract, license, instrument, document or other general intangible (referred to solely for purposes of this definition as a **“Contract”**) (i) to the extent that such Contract by the express terms of a valid and enforceable restriction in favor of a Person who is not a Group Company (as defined in the Senior Credit Agreement), prohibits, or requires any consent or establishes any other condition for, an assignment thereof or a grant of a security interest therein by an Obligor and (ii) which, if in existence or the subject of rights in favor of an Obligor as of the Refinancing Date, is listed and designated as such on any Obligor’s Perfection Certificate or with respect to which a contravention or other violation known to such Obligor caused or arising by its inclusion as Collateral under the Agreement could reasonably be expected to have Material Adverse Effect; provided that: (i) rights to payment under any such Contract otherwise constituting an Excluded Contract by virtue of this definition shall be included in the Collateral to the extent permitted thereby or by Section 9-406 or Section 9-408 of the UCC, (ii) all Proceeds paid or payable to any Obligor from any sale, transfer or assignment of such Contract and all rights to receive such Proceeds shall be included in the Collateral and (iii) the term **“Excluded Contract”** shall not include any rights or interest of an Obligor in, to or under any Contract arising after the Refinancing Date with respect to which a contravention or other violation caused or arising by its inclusion as Collateral under this Agreement could reasonably be expected to have a Material Adverse Effect unless (A) the Obligor shall have used, or shall be diligently using, commercially reasonable and good faith efforts to obtain all requisite consents or approvals by the other party to such Contract of all of such Obligor’s right, title and interest thereunder to the Collateral Agent or its designee and (B) the Obligor shall have given prompt written notice to the Collateral Agent upon any failure to obtain such consent or approval.

“Excluded Equipment” means at any date any Equipment of an Obligor which is subject to, or secured by, a finance lease or other agreement which is permitted under clause 20.5(a)(iv) of the Senior Credit Agreement if and to the extent that (i) the express terms of a valid and enforceable restriction in favor of a Person who is not a Group Company (as defined in the Senior Credit Agreement) contained in the agreements or documents granting or governing such finance lease or other agreement prohibits, or requires any consent or establishes any other conditions for, an assignment thereof, or a grant of a security interest therein, by an Obligor and (ii) such restriction relates only to the asset or assets acquired by an Obligor with the Proceeds of such finance lease or other agreement; provided that all Proceeds paid or payable to any Obligor from any sale, transfer or assignment or other voluntary or involuntary disposition of such Equipment and all rights to receive

such Proceeds shall be included in the Collateral to the extent not otherwise required to be paid to the holder of finance lease or other agreement secured by such Equipment.

“Finance Obligations” means:

- (i) all Senior Obligations; and
- (ii) all Hedging Obligations owed to one or more Hedging Lenders under any Hedging Agreement;

in each case whether now or hereafter due, owing or incurred in any manner, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety (and including all liabilities in connection with any notes, bills or other instruments accepted by any Finance Party in connection therewith), together in each case with all renewals, modifications, consolidations or extensions thereof.

“General Intangibles” means all “general intangibles” (as defined in the UCC) and also means and includes (i) all Payment Intangibles and other obligations and indebtedness owing to any Obligor (other than Accounts), from whatever source arising, (ii) all Claims, Judgments and/or Settlements, (iii) all rights or claims in respect of refunds for taxes paid, (iv) all rights in respect of any pension plans or similar arrangements maintained for employees of any Obligor, (v) all interests in limited liability companies and/or partnerships which interests do not constitute Securities and (vi) all Supporting Obligations of any kind given by any Person with respect to all or any of the foregoing.

“Hedging Obligations” of any Person means all obligations (including, without limitation, any amounts which accrue after the commencement of any bankruptcy or insolvency proceeding) of such Person in respect of any rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of the foregoing transactions) or any combination of the foregoing transactions, excluding any amounts which such Person is entitled to set-off against its obligations under applicable law.

“Indemnitee” has the meaning set forth in Section 7.03(c) of this Agreement.

“Intellectual Property” means all Patents, Trademarks, Copyrights, Software, Licenses, rights in intellectual property, goodwill, trade names, service marks, trade secrets, confidential or proprietary technical and business information, know-how, show-how, domain names, mask works, customer lists, vendor lists, subscription lists, data bases and related documentation, registrations, franchises and all other intellectual or other similar property rights, including those listed on Schedule 2.01(iv) attached hereto or Schedule 10A or Schedule 10B to any Obligor’s Perfection Certificate and any renewals thereof.

“Intercreditor Deed” has the meaning set forth in the Senior Credit Agreement.

“Judgments” means all judgments, decrees, verdicts, decisions or orders issued in resolution of or otherwise in connection with a Claim, whether or not final or subject to appeal, and including all rights of enforcement relating thereto and any and all Proceeds thereof.

"Letter-of-Credit Right" means all "letter-of-credit rights" (as defined in the UCC) and also means and includes all rights of an Obligor to demand payment or performance under a letter of credit (as defined in Article V of the UCC).

"License" means any Patent License, Trademark License, Copyright License, Software License or other license or sublicense as to which any Obligor is a party.

"Lien" means, with respect to any asset, any security interest, charge, mortgage, pledge, hypothecation, assignment for security, encumbrance, lien (statutory or other), or other preference or priority of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of any financing statement under the UCC or comparable laws of any jurisdiction), including the interest of a purchaser of accounts receivable, chattel paper, payment intangibles or promissory notes.

"LC Cash Collateral Account" has the meaning set forth in Section 2.06 of this Agreement.

"Patent" means any of the following:

(i) the United States and foreign patents described on Schedule 2.01(iv) attached hereto or Schedule 10A to any Obligor's Perfection Certificate and any renewals thereof;

(ii) all other letters patent and design letters patent of the United States or any other country;

(iii) all applications filed or in preparation for filing for letters patent and design letters patent of the United States or any other country including, without limitation, applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any other country or political subdivision thereof;

(iv) all reissues, divisions, continuations, continuations-in-part, revisions, renewals or extensions thereof;

(v) all claims for, and rights to sue for, past, present or future infringement of any of the foregoing;

(vi) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements thereof and payments and damages under all Patent Licenses in connection therewith; and

(vii) all rights corresponding to any of the foregoing whether arising under the laws of the United States or any foreign country or otherwise.

"Patent and Trademark Assignment" means an Assignment of Security Interest in United States Patents and Trademarks, substantially in the form of Exhibit A to this Agreement, between one or more Obligors and the Collateral Agent, as the same may be amended, modified or supplemented from time to time.

“Patent License” means any agreement now or hereafter in existence granting to any Obligor any right, whether exclusive or non-exclusive, with respect to any Person’s patent or any invention now or hereafter in existence, whether or not patentable, or pursuant to which any Obligor has granted to any other Person, any right, whether exclusive or non-exclusive, with respect to any Patent or any invention now or hereafter in existence, whether or not patentable and whether or not a Patent or application for Patent is in or hereafter comes into existence on such invention.

“Perfection Certificate” means with respect to each Obligor a certificate, substantially in the form of Exhibit F hereto completed and supplemented with the schedules and attachments contemplated thereby.

“Permitted Lien” means any Lien permitted pursuant to any provision of any Finance Document.

“Prepayment Account” has the meaning set forth in Section 2.07 of this Agreement.

“Receivables” means all Accounts, all Payment Intangibles, all Instruments, all Chattel Paper, all Letter-of-Credit Rights and all Supporting Obligations supporting or otherwise relating to any of the foregoing.

“Recordable Intellectual Property” means Intellectual Property the transfer of which is required to be recorded in the United States Patent and Trademark Office or the United States Copyright Office in order to be effective against subsequent third party transferees; provided that the following Intellectual Property shall not be considered “Recordable Intellectual Property” hereunder: (i) unregistered United States Copyrights, (ii) trade secrets and (iii) non-exclusive Licenses.

“Reinvestment Funds” has the meaning set forth in Section 2.05(a) of this Agreement.

“Reinvestment Funds Account” has the meaning set forth in Section 2.05(a) of this Agreement.

“Relevant Contingent Exposure” has the meaning set forth in Section 2.06 of this Agreement.

“Secured Obligations” means, with respect to each Obligor, (i) all amounts now or hereafter payable by such Obligor under its Guaranty in respect of all or any Finance Obligations, (ii) all amounts now or hereafter payable by each and every other Guarantor under its respective Guaranty in respect of all or any Finance Obligations and (iii) all obligations of the Parent, the Borrowers and any other Credit Party under or in respect of the Finance Obligations, in each case (x) whether now or hereafter due, owing or incurred in any manner and (y) including, without limitation, any interest which accrues after the commencement of any bankruptcy or insolvency proceeding with respect to any Credit Party, whether or not allowed or allowable as a claim under any bankruptcy or insolvency proceeding, on or in respect of any Finance Obligation; provided, however, that (and notwithstanding any other provisions of this Agreement), with respect to an Obligor incorporated in Ireland, no Security Interest created by this Agreement shall secure any obligations or liabilities where to do so would infringe the provisions of Section 60 of the Irish Companies Act, 1963 (“Section 60”), and no Obligor incorporated in Ireland shall have obligations or liabilities under this Agreement to the extent that the same would constitute unlawful financial assistance pursuant to the provisions of Section 60.

“Secured Party” means each Senior Finance Party (including each Hedging Lender) and its respective successors and assigns, and “Secured Parties” means any two or more of such Persons.

“Security Interests” means the security interests in the Collateral granted under this Agreement securing the Secured Obligations.

“Senior Obligations” means:

(i) all principal of and interest (including, without limitation, any interest which accrues after the commencement of any bankruptcy or insolvency proceeding with respect to any Credit Party, whether or not allowed or allowable as a claim under any bankruptcy or insolvency proceeding) on any loan, Bank Guarantee or Ancillary Facility under, or any Note issued pursuant to, the Senior Credit Agreement or any other Senior Finance Document;

(ii) all fees, expenses, indemnification obligations and other amounts of whatever nature now or hereafter payable by any Credit Party (including, without limitation, any amounts which accrue after the commencement of any bankruptcy or insolvency proceeding with respect to any Credit Party, whether or not allowed or allowable as a claim under any bankruptcy or insolvency proceeding) pursuant to the Senior Credit Agreement or any other Senior Finance Document;

(iii) all expenses of the Senior Facility Agent, the Senior Security Agent or any other Senior Finance Party as to which one or more of them has a right to reimbursement under Section 7.03(a) or (b) of this Agreement or any other similar provision of any Senior Finance Document, including, without limitation, any and all sums advanced by the Collateral Agent to preserve any Collateral or to preserve its security interest in any Collateral in accordance with the terms hereof; and

(iv) all amounts paid by any Indemnitee as to which such Indemnitee has the right to reimbursement under Section 7.03(c) of this Agreement or under any other similar provision of any other Senior Finance Document;

together in each case with all renewals, modifications, consolidations or extensions thereof.

“Settlements” means all right, title and interest of an Obligor in, to and under any settlement agreement or other agreement executed in settlement or compromise of any Claim, including all rights to enforce such agreements and all payments thereunder or arising in connection therewith.

“Software” means all “software” (as defined in the UCC), and also means and includes all software programs, whether now or hereafter owned, licensed or leased by an Obligor, designed for use on Computer Hardware, including, without limitation, all operating system software, utilities and application programs in whatever form and whether or not embedded in goods, all source code and object code in magnetic tape, disk or hard copy format or any other listings whatsoever, all firmware associated with any of the foregoing all documentation, flowcharts, logic diagrams, manuals, specifications, training materials, charts and pseudo codes associated with any of the foregoing, and all options, warranties, services contracts, program services, test rights, maintenance rights, support rights, renewal rights and indemnifications relating to any of the foregoing.

“Software License” means any agreement (including any agreement constituting a Copyright License, Patent License and/or Trademark License) now or hereafter in existence granting to any Obligor any right, whether exclusive or non-exclusive, to use another Person’s Software, or pursuant to which any Obligor has granted to any other Person, any right, whether exclusive or non-exclusive, to use any Software, whether or not subject to any registration.

“Supporting Obligation” means a Letter-of-Credit Right, Guarantee or other secondary obligation supporting or any Lien securing the payment or performance of one or more Receivables, General Intangibles, Documents or Investment Property.

“Trademark” means any of the following:

(i) the United States and foreign trademarks described on Schedule 2.01(iv) attached hereto or Schedule 10A to any Obligor’s Perfection Certificate and any renewals thereof;

(ii) all other trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, certification marks, collective marks, brand names and trade dress which are or have been used in the United States or in any state, territory or possession thereof, or in any other place, nation or jurisdiction, along with all prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law;

(iii) the goodwill of the business symbolized thereby or associated with each of the foregoing;

(iv) all registrations and applications in connection therewith, including, without limitation, registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof; but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office;

(v) all reissues, extensions and renewals thereof;

(vi) all claims for, and rights to sue for, past, present or future infringements of any of the foregoing;

(vii) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements thereof and payments and damages under all Trademark Licenses in connection therewith; and

(viii) all rights corresponding to any of the foregoing whether arising under the laws of the United States or any foreign country or otherwise.

“Trademark License” means any agreement now or hereafter in existence granting to any Obligor any right, whether exclusive or non-exclusive, to use another Person’s trademarks or trademark applications, or pursuant to which any Obligor has granted to any other Person, any right,

whether exclusive or non-exclusive, to use any Trademark, whether or not registered and the rights to prepare for sale, sell and advertise for sale, all of the inventory now or hereafter owned by any Obligor and now or hereafter covered by such license agreements.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York; provided that if by reason of mandatory provisions of law, the perfection, the effect of perfection or non-perfection or the priority of the Security Interests in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, “UCC” means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

“US Pledge Agreement” means the Pledge Agreement dated as of the date hereof among the Pledgors party thereto from time to time and the Collateral Agent, as the same may be amended, modified or supplemented from time to time.

Section 1.04. Terms Generally. The definitions in Section 1.03 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. All references herein to Articles, Sections, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Unless otherwise expressly provided herein, the word “day” means a calendar day.

ARTICLE II SECURITY INTERESTS

Section 2.01. Grant of Security Interests. To secure the due and punctual payment of all Secured Obligations, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing or due or to become due, in accordance with the terms thereof, each Obligor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in, and each Obligor hereby pledges to the Collateral Agent for the benefit of the Secured Parties, all of such Obligor’s right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired, created or arising, whether tangible or intangible, and regardless of where located (other than any item which on any date constitutes an Excluded Contract or Excluded Equipment) (all of which are herein collectively called the “Collateral”):

- (i) all Receivables;
- (ii) all Inventory;
- (iii) all General Intangibles;
- (iv) all Intellectual Property;
- (v) all Documents and all Supporting Obligations of any kind given by any Person with respect thereto;
- (vi) all Equipment;
- (vii) all Investment Property and all Supporting Obligations of any kind given by any Person with respect thereto;

(viii) all Deposit Accounts;

(ix) all As-Extracted Collateral;

(x) the Collateral Accounts, all cash and other property deposited therein or credited thereto from time to time, the investments made pursuant to Section 2.08 and other monies and property of any kind of any Obligor maintained with or in the possession of or under the control of the Collateral Agent;

(xi) all books and records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) of each Obligor pertaining to any of the Collateral; and

(xii) all Proceeds of all or any of the Collateral described in clauses (i) through (xi) hereof.

Section 2.02. Continuing Liability of each Obligor. Anything herein to the contrary notwithstanding, each Obligor shall remain liable to observe and perform all the terms and conditions to be observed and performed by it under any contract, agreement, warranty or other obligation with respect to the Collateral. Neither the Collateral Agent nor any Secured Party shall have any obligation or liability under any such contract, agreement, warranty or obligation by reason of or arising out of this Agreement or the receipt by the Collateral Agent or any Secured Party of any payment relating to any Collateral, nor shall the Collateral Agent or any Secured Party be required to perform or fulfill any of the obligations of any Obligor with respect to any of the Collateral, to make any inquiry as to the nature or sufficiency of any payment received by it or the sufficiency of the performance of any party's obligations with respect to any Collateral. Furthermore, neither the Collateral Agent nor any Secured Party shall be required to file any claim or demand to collect any amount due or to enforce the performance of any party's obligations with respect to the Collateral.

Section 2.03. Security Interests Absolute. All rights of the Collateral Agent, all security interests hereunder and all obligations of each Obligor hereunder are unconditional and absolute and independent and separate from any other security for or guaranty of the Finance Obligations, whether executed by such Obligor, any other Credit Party or any other Person. Without limiting the generality of the foregoing, the obligations of each Obligor hereunder shall not be released, discharged or otherwise affected or impaired by:

(i) any extension, renewal, settlement, compromise, acceleration, waiver or release in respect of any Finance Obligation under the Finance Documents or any other agreement or instrument evidencing or securing any Finance Obligation, by operation of law or otherwise;

(ii) any change in the manner, place, time or terms of payment of any Finance Obligation or any other amendment, supplement or modification to any Finance Document or any other agreement or instrument evidencing or securing any Finance Obligation;

(iii) any release, non-perfection or invalidity of any direct or indirect security for any Finance Obligation, any sale, exchange, surrender, realization upon, offset against or other action in respect of any direct or indirect security for any Finance Obligation or any release of any other obligor or obligors or any Credit Party in respect of any Finance Obligation;

(iv) any change in the existence, structure or ownership of any Credit Party, or any insolvency, bankruptcy, reorganization, arrangement, readjustment, composition, liquidation or other similar proceeding affecting a Credit Party or its assets or any resulting disallowance, release or discharge of all or any portion of any Finance Obligation;

(v) the existence of any claim, set-off or other right which any Obligor may have at any time against any Credit Party, any Agent, the Collateral Agent or any other Secured Party or any other Person, whether in connection herewith or any unrelated transaction; provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim;

(vi) any invalidity or unenforceability relating to or against any Credit Party for any reason of any Finance Document, or any other agreement or instrument evidencing or securing any Finance Obligation or any provision of applicable law or regulation purporting to prohibit the payment by any Credit Party of any Finance Obligation;

(vii) any failure by any Agent, the Collateral Agent or any other Secured Party: (A) to give notice of the existence, creation or incurrence by any Credit Party of any new or additional indebtedness or obligation under or with respect to the Finance Obligations; (B) to commence any action against any Credit Party; (C) to disclose to any Credit Party any facts which such Agent or such other Secured Party may now or hereafter know with regard to any Credit Party; or (D) to proceed with due diligence in the collection, protection or realization upon any collateral securing the Finance Obligations;

(viii) any direction as to application of payment by any Credit Party or any other Person;

(ix) any subordination by any Secured Party of the payment of any Finance Obligation to the payment of any other liability (whether matured or unmatured) of any Credit Party to its creditors;

(x) any act or failure to act by the Collateral Agent or any other Secured Party under this Agreement or otherwise which may deprive any Obligor of any right to subrogation, contribution or reimbursement against any other Credit Party or any right to recover full indemnity for any payments made by such Obligor in respect of the Finance Obligations; or

(xi) any other act or omission to act or delay of any kind by any Credit Party, the Collateral Agent or any Secured Party or any other Person or any other circumstance whatsoever which might, but for the provisions of this clause, constitute a legal or equitable discharge of any Obligor's obligations hereunder.

Each Obligor has irrevocably and unconditionally delivered this Agreement to the Collateral Agent, for the benefit of the Secured Parties, and the failure by any other Person to sign this Agreement or a security agreement similar to this Agreement or otherwise shall not discharge the obligations of any Obligor hereunder.

This Agreement shall remain fully enforceable against each Obligor irrespective of any defenses that any other Credit Party may have or assert in respect of the Finance Obligations, including, without limitation, failure of consideration, breach of warranty, payment, statute of frauds, statute of limitations, accord and satisfaction and usury.

Section 2.04. Segregation of Proceeds; Cash Proceeds Account.

(a) Creation of Cash Proceeds Account. There is hereby established with the Collateral Agent a Securities Account (the "Cash Proceeds Account") in the name of "Credit Suisse First Boston, as Collateral Agent" and under the exclusive control of the Collateral Agent, into which there shall be deposited from time to time the cash Proceeds of the Collateral required to be delivered to the Collateral Agent pursuant to subsection (b) of this Section. Any income received by the Collateral Agent with respect to the balance from time to time standing to the credit of the Cash Proceeds Account, including any interest or capital gains on investments from time to time made pursuant to Section 2.08, shall remain, or be deposited, in the Cash Proceeds Account. All right, title and interest in and to the cash amounts on deposit from time to time in the Cash Proceeds Account together with any investments from time to time made pursuant to Section 2.08 and any other property or assets from time to time deposited in or credited to the Cash Proceeds Account shall vest in and be under the sole dominion and control of the Collateral Agent for the benefit of the Secured Parties, shall constitute part of the Collateral hereunder and shall not constitute payment of the Secured Obligations until applied thereto as hereinafter provided.

(b) Deposits to Cash Proceeds Account. Upon the request of the Collateral Agent following the occurrence and during the continuance of an Event of Default, except as otherwise provided in Section 2.05 or 2.06, each Obligor shall instruct all Account Debtors and other Persons obligated in respect of its Receivables and other Collateral to make all payments in respect of its Receivables and other Collateral either (i) directly to the Collateral Agent (by instructing that such payments be remitted by direct wire transfer to the Collateral Agent at its address referred to in Section 7.01 or to a post office box which shall be in the name and under the control of the Collateral Agent) or (ii) to one or more other banks in the United States (by instructing that such payments be remitted by direct wire transfer to, or to a post office box which shall be in the name and under the control of, such bank) under an Account Control Agreement duly executed by each relevant Obligor and such bank or under other arrangements, in form and substance satisfactory to the Collateral Agent, pursuant to which each relevant Obligor shall have irrevocably instructed such other bank (and such other bank shall have agreed) to remit all proceeds of such payments directly to the Collateral Agent for deposit into the Cash Proceeds Account or as the Collateral Agent may otherwise instruct such bank. All such payments made to the Collateral Agent shall be deposited in the Cash Proceeds Account. In addition to the foregoing, each Obligor agrees that if the Proceeds of any Collateral hereunder (including the payments made in respect of Receivables) shall be received by it after the occurrence and during the continuance of an Event of Default, such Obligor shall as promptly as possible deposit such Proceeds into the Cash Proceeds Account. Until so deposited, all such Proceeds shall be held in trust by the relevant Obligor for and as the property of the Collateral Agent for the benefit of the Secured Parties and shall not be commingled with any other funds or property of any Obligor. Each Obligor hereby irrevocably authorizes and empowers the Collateral Agent, its officers, employees and authorized agents to endorse and sign its name on all checks, drafts, money orders or other media of payment so delivered, and such endorsements or assignments shall, for all purposes, be deemed to have been made by the relevant Obligor prior to any endorsement or assignment thereof by the Collateral Agent. The Collateral Agent may use any convenient or customary means for the purpose of collecting such checks, drafts, money orders or other media of payment.

Section 2.05. Reinvestment Funds Account.

(a) Creation of and Deposits to the Reinvestment Funds Account. Promptly upon and at all times after the receipt by any Obligor of any insurance proceeds or condemnation awards or other amounts required to be paid to the Collateral Agent pursuant to clause 12.4, 12.5(a) or 12.7 of the Senior Credit Agreement or pursuant to any similar provision of any other Finance Document (collectively, "Reinvestment Funds"), such Obligor shall establish and shall thereafter maintain an additional Securities Account (the "Reinvestment Funds Account") at the offices of the Collateral Agent

or such other bank or other financial institution as such Obligor and the Collateral Agent may agree, in the name and under the exclusive control of the Collateral Agent. If the Reinvestment Funds Account is not maintained at an office of the Collateral Agent, then forthwith upon the establishment of such account, the applicable Obligor shall notify the Collateral Agent of the location, account name and account number of such account and shall deliver to the Collateral Agent an Account Control Agreement with respect to such Reinvestment Funds Account duly executed by such Obligor and the Securities Intermediary maintaining such Reinvestment Funds Account. Each Obligor hereby agrees to cause any Reinvestment Funds received from time to time after the establishment of the Reinvestment Funds Account to be deposited therein as set forth in this paragraph. Any insurance proceeds exceeding \$150,000 or the Euro Equivalent in respect of one or a series of related events or conditions giving rise thereto received from time to time by the Collateral Agent in respect of which the Collateral Agent is an insured party and loss payee shall be promptly deposited in the Reinvestment Funds Account as set forth in this paragraph. Any income received with respect to the balance from time to time standing to the credit of the Reinvestment Funds Account, including any interest or capital gains on investments from time to time made pursuant to Section 2.08, shall remain, or be deposited, in the Reinvestment Funds Account. All right, title and interest in and to the cash amounts on deposit from time to time in the Reinvestment Funds Account together with any investments from time to time made pursuant to Section 2.08 and any other property or assets from time to time deposited in or credited to the Reinvestment Funds Account shall vest in the Collateral Agent for the benefit of the Secured Parties, shall constitute part of the Collateral hereunder and shall not constitute payment of the Secured Obligations until applied thereto as hereinafter provided. The Collateral Agent shall apply to repayment or to the cash collateralization of Secured Obligations those amounts on deposit in the Reinvestment Funds Account which are required to be applied to the repayment of the Secured Obligations in accordance with the applicable terms of the Finance Documents, and, unless a Declared Default shall have occurred and be continuing, shall promptly in accordance with subsection (b) below release to, or upon the order of the Obligor in respect of which such Reinvestment Funds were delivered, those amounts on deposit in the Reinvestment Funds Account which are not required to be so applied or retained in the Reinvestment Funds Account pursuant to any other provision of any Finance Document for application as provided in subsection (b) below.

(b) Withdrawals from Reinvestment Funds Account. The balance from time to time standing to the credit of the Reinvestment Funds Account (to the extent not applied pursuant to the last sentence of Section 2.05(a)) shall be subject to withdrawal only upon the instructions of the Collateral Agent. Except upon the occurrence and continuation of a Declared Default, the Collateral Agent agrees to give instructions to distribute such amounts to the applicable Obligor at such times and in such amounts as such Obligor shall request for application as provided by Section 12.4(b) or 12.5(b) of the Senior Credit Agreement or pursuant to any similar provision of any other Finance Document. Each Obligor hereby irrevocably consents and agrees to such distribution. To the extent required by any Finance Document, any such request shall be accompanied by a certificate of the chief executive officer or chief financial officer of such Obligor setting forth in detail reasonably satisfactory to the Collateral Agent the repair, reconstruction or replacement for which such funds will be expended. If immediately available cash on deposit in the Reinvestment Funds Account is not sufficient to make any distribution to an Obligor referred to in the previous sentence of this Section 2.05(b), the Collateral Agent shall cause to be liquidated as promptly as practicable such investments in the Reinvestment Funds Account designated by such Obligor as are required to obtain sufficient cash to make such distribution and, notwithstanding any other provision of this Article II, such distribution shall not be made until such liquidation has taken place. Upon the occurrence and continuation of a Declared Default, the Collateral Agent may apply or cause to be applied (subject to collection) any or all of the balance from time to time standing to the credit of the Reinvestment Funds Account in the manner specified in Section 5.04 hereof.

Section 2.06. Bank Guarantee Cash Collateral Account. All amounts required to be deposited by any Obligor as cash collateral for Bank Guarantees pursuant to clause 1.4 or clause 21.2(d) of the Senior Credit Agreement, any provision of any Finance Document or pursuant to Section 5.04 hereof shall be deposited in a Securities Account (the "LC Cash Collateral Account") established and maintained by such Obligor at the offices of the Collateral Agent or such other bank or other financial institution as such Obligor and the Collateral Agent may agree, in the name and under the exclusive control of the Collateral Agent. If the LC Cash Collateral Account is not maintained at an office of the Collateral Agent, then forthwith upon the establishment of such account, the applicable Obligor shall notify the Collateral Agent of the location, account name and account number of such account and shall deliver to the Collateral Agent an Account Control Agreement with respect to such LC Cash Collateral Account duly executed by such Obligor and the Securities Intermediary maintaining such LC Cash Collateral Account. Any income received with respect to the balance from time to time standing to the credit of the LC Cash Collateral Account, including any interest or capital gains on investments from time to time made pursuant to Section 2.08 shall remain, or be deposited, in the LC Cash Collateral Account. All right, title and interest in and to the cash amounts on deposit from time to time in the LC Cash Collateral Account together with any investments from time to time made pursuant to Section 2.08 and any other property or assets from time to time deposited in or credited to the LC Cash Collateral Account shall vest in and be under the sole dominion and control of the Collateral Agent for the benefit of the Secured Parties, shall constitute part of the Collateral hereunder and shall not constitute payment of the Secured Obligations until applied thereto as hereinafter provided. If and when any portion of any Bank Guarantee on which any deposit in the LC Cash Collateral Account was based (the "Relevant Contingent Exposure") shall become fixed (a "Direct Exposure") as a result of the payment by the Issuing Lender with respect thereto of a draft presented under any Bank Guarantee, the amount of such Direct Exposure (but not more than the amount in the LC Cash Collateral Account at the time) shall be withdrawn by the Collateral Agent from the LC Cash Collateral Account and shall be paid to the Senior Facility Agent for application pursuant to the Senior Credit Agreement, and the Relevant Contingent Exposure shall thereupon be reduced by such amount. If at any time the amount in the LC Cash Collateral Account exceeds the Relevant Contingent Exposure, the excess amount shall, so long as no Event of Default shall have occurred and be continuing, be withdrawn by the Collateral Agent and paid to the applicable Obligor or its order. Each Obligor hereby irrevocably consents and agrees to such distribution. Upon the occurrence and continuation of a Declared Default, such excess may be withdrawn by the Collateral Agent and applied in the manner specified in Section 5.04. If immediately available cash on deposit in the LC Cash Collateral Account is not sufficient to make any distribution to an Obligor referred to in this Section 2.06, the Collateral Agent shall cause to be liquidated as promptly as practicable such investments in the Cash Collateral Account designated by the Obligor as are required to obtain sufficient cash to make such distribution and, notwithstanding any other provision of this Section 2.06, such distribution shall not be made until such liquidation has taken place.

Section 2.07. Prepayment Account. All amounts required to be deposited by an Obligor as cash collateral pursuant to clause 12.8 of the Senior Credit Agreement or any similar provision of any Finance Document shall be deposited in a Securities Account (the "Prepayment Account") established and maintained by such Obligor at the offices of the Collateral Agent or such other bank or other financial institution as such Obligor and the Collateral Agent may agree, in the name and under the exclusive control of the Collateral Agent. If the Prepayment Account is not maintained at an office of the Collateral Agent, then forthwith upon the establishment of such account, the Obligor required to make such deposit shall notify the Collateral Agent of the location, account name and account number of such account and shall deliver to the Collateral Agent an Account Control Agreement with respect to such Prepayment Account duly executed by such Obligor and the Securities Intermediary maintaining such Prepayment Account. Any income received with respect to the balance from time to time standing to the credit of the Prepayment Account, including any interest or capital gains on investments from time to time made pursuant to Section 2.08, shall remain, or be deposited, in the Prepayment Account. All right,

title and interest in and to the cash amounts on deposit from time to time in the Prepayment Account, together with any investments from time to time deposited in or credited to the Prepayment Account, shall vest in and be under the sole dominion and control of the Collateral Agent for the benefit of the Secured Parties, shall constitute part of the Collateral hereunder and shall not constitute payment of the Secured Obligations until applied thereto as hereinafter provided. The Collateral Agent shall from time to time pay to the Senior Facility Agent for application to prepayment of the Advances under the Senior Credit Agreement as required by clause 12.8(a) of the Senior Credit Agreement those amounts on deposit in the Prepayment Account which are required to be so applied. If immediately available cash on deposit in the Prepayment Account is not sufficient to make any distribution referred to in this Section 2.07, the Collateral Agent shall cause to be liquidated as promptly as practicable such Liquid Investments in the Prepayment Account designated by the applicable Obligor as are required to obtain sufficient cash to make such distribution and, notwithstanding any other provision of this Section 2.07, such distribution shall not be made until such liquidation has taken place.

Section 2.08. Investment of Funds in Collateral Accounts. Amounts on deposit in the Collateral Accounts shall be invested and re-invested from time to time in such Cash Equivalents as the Parent shall determine (and each Obligor hereby consents to such determination), which Cash Equivalents shall be held in the name and be under the control of the Collateral Agent; provided that, if a Declared Default has occurred and is continuing, the Collateral Agent may liquidate any such Cash Equivalents and apply or cause to be applied the proceeds thereof in the manner specified in Section 5.04.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Each Obligor represents and warrants that:

Section 3.01. Title to Collateral. Such Obligor's interests in all of the Collateral in which it has granted a security interest hereunder are free and clear of any Liens other than Permitted Liens. Such Obligor has taken all actions necessary under the UCC to perfect its interest in any material Receivables purchased or otherwise assigned to it, as against its assignors and creditors of its assignors. Other than financing statements or other similar or equivalent documents or instruments with respect to the Security Interests, Permitted Liens and Liens securing indebtedness to be repaid with the proceeds of the Finance Obligations and in respect of which the Senior Facility Agent has received pay-off letters and instruments appropriate under local law to effect the termination of such Liens, and other than financing statement No 0223560611 filed with Secretary of State of California and indicating Broderbund LLC as a debtor and Foothill Capital Corporation in its capacity as agent, as secured party and which Broderbund LLC has requested Foothill Capital Corporation to terminate, no financing statement, mortgage, security agreement or similar or equivalent document or instrument required to be filed or recorded by the Obligor and covering all or any part of the Collateral is on file or of record in any jurisdiction in which such filing or recording would be effective to perfect a Lien on such Collateral. No Collateral having a value individually or collectively in excess of \$900,000 or the Euro Equivalent (other than Collateral subject to Permitted Liens, Inventory in transit not covered by a negotiable document of title or Inventory in the possession of a carrier or similar bailee as to which the provisions of Section 4.04 of this Agreement have been complied with) is in the possession or control of any Person (other than an Obligor) asserting any claim thereto or security interest therein, except that the Collateral Agent or its designee may have possession and/or control of Collateral as contemplated hereby and by the other Finance Documents.

Section 3.02. Validity, Perfection and Priority of Security Interests.

(a) The Security Interests constitute valid security interests under the UCC securing the Secured Obligations.

(b) When Uniform Commercial Code financing statements stating that the same covers "all assets", "all personal property" or words of similar import shall have been filed in the offices specified or referred to in Schedule 4.01 hereto, the Security Interests shall constitute perfected security interests in all right, title and interest of such Obligor in the Collateral to the extent that a security interest therein may be perfected by filing pursuant to the UCC, prior to all other Liens and rights of others therein except for Permitted Liens.

(c) When this Agreement or, with respect to an Obligor that became a party hereto pursuant to Section 7.09 hereof, the applicable Patent and Trademark Assignment has been filed with the United States Patent and Trademark Office, so long as the Uniform Commercial Code Financing Statement contemplated under Section 3.02 (b) are also filed and cover Patents and Trademarks and this Agreement or, with respect to an Obligor that became a party hereto pursuant to Section 7.09 hereof, the applicable Copyright Assignment has been filed with the United States Copyright Office, the Security Interests shall constitute perfected security interests in all right, title and interest of such Obligor in the Recordable Intellectual Property therein described, prior to all other Liens and rights of others therein except for Permitted Liens.

(d) When each Account Control Agreement has been executed and delivered to the Collateral Agent, the Security Interests shall constitute perfected security interests in all right, title and interest of the Obligors in the Deposit Accounts and Securities Accounts, as applicable, subject thereto, prior to all other Liens and rights of others therein and subject to no adverse claims except for Permitted Liens.

(e) When each consent substantially in the form of Exhibit E hereto has been executed and delivered to the Collateral Agent, the Security Interests shall constitute perfected security interests in all right, title and interest of such Obligor in the Letter-of-Credit Rights referred to therein, prior to all other Liens and rights of others therein except for Permitted Liens.

(f) So long as such Obligor is in compliance with the provisions of Section 4.13, the Security Interests shall constitute perfected security interests in all right, title and interest of such Obligor in all electronic Chattel Paper, prior to all other Liens and rights of others therein except for Permitted Liens.

Section 3.03. Fair Labor Standards Act. All of such Obligor's Inventory has or will have been produced in compliance in all material respect with the applicable requirements of the Fair Labor Standards Act, as amended from time to time, or any successor statute, and regulations promulgated thereunder.

Section 3.04. No Consents. No consent of any other Person (including, without limitation, any stockholder or creditor of such Obligor or any of its Subsidiaries) and no order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any governmental authority is required to be obtained by the Obligor in connection with the execution, delivery or performance of this Agreement, or in connection with the exercise of the rights and remedies of the Collateral Agent pursuant to this Agreement in accordance with the applicable laws, except (i) as may be required to perfect (as described in Schedule 4.01 hereto) and maintain the perfection of the security interests created hereby, (ii) with respect to vehicles represented by a certificate of title, (iii) with respect to Receivables subject to the Federal Assignment of Claims Act or (iv) in connection with the disposition of the Collateral by laws affecting the offering and sale of securities generally; provided, however, that (i) the registration of Copyright, to the extent registrable, in the United States Copyright Office may be required to obtain a security interest therein that is effective against subsequent transferees under United States Federal copyright law and (ii) to the extent that recordation of the Security Interests

in the United States Patent and Trademark Office or the United States Copyright Office is necessary to perfect the Security Interests or to render the Security Interests effective against subsequent third parties, such recordings will not have been made with respect to the items that are not Recordable Intellectual Property.

ARTICLE IV COVENANTS

Each Obligor covenants and agrees that until the payment in full of all Finance Obligations and until there is no commitment by any Secured Party to make further advances, incur obligations or otherwise give value, such Obligor will comply with the following:

Section 4.01. Delivery of Perfection Certificate; Initial Perfection and Delivery of Search Reports. Not less than five Business Days prior to the Refinancing Date, such Obligor shall deliver its Perfection Certificate to the Collateral Agent. Not later than ten days after the Refinancing Date, such Obligor will (i) deliver to the Collateral Agent a fully executed Account Control Agreement with respect to each of its Securities Accounts, and (ii) cause all filings and recordings specified in Schedule 4.01 hereto to have been completed. Not later than 30 days after the Refinancing Date, such Obligor will deliver to the Collateral Agent a fully executed Account Control Agreement with respect to each of its Deposit Accounts credited with accounts in excess of \$185,000 or the Euro Equivalent. The information set forth in the Perfection Certificate shall be correct and complete as of the Refinancing Date.

Section 4.02. Change of Name, Identity, Structure or Location; Subjection to Other Security Agreements. Such Obligor will not change its name, identity, structure or location (determined as provided in Section 9-307 of the UCC) in any manner, and shall not become bound, as provided in Section 9-203(d) of the UCC, by a security agreement entered into by another Person, in each case, unless it shall have given the Collateral Agent prompt written notice thereof. Such Obligor shall not in any event change the location of its place or places of business, its chief executive office or any Collateral or its name, identity, structure or location (determined as provided in Section 9-307 of the UCC), or become bound, as provided in Section 9-203(d) of the UCC, by a security agreement entered into by another Person, if such change would cause the Security Interests in any Collateral to lapse or cease to be perfected unless such Obligor has taken on or before the date of lapse all actions necessary to ensure that the Security Interests in all Collateral do not lapse or cease to be perfected.

Section 4.03. Further Actions. Each Obligor will, from time to time at its expense at the request of the Collateral Agent and in such manner and form as the Collateral Agent may reasonably require, execute, deliver, file and record any financing statement, instrument, document, agreement or other paper and take any other action (including, without limitation, any filings of financing or continuation statements under the Uniform Commercial Code and any filings with the United States Patent and Trademark Office and the United States Copyright Office) that from time to time may be necessary under the UCC or with respect to Recordable Intellectual Property in order to create, preserve or perfect the Security Interests or to enable the Collateral Agent and the Secured Parties to obtain the full benefit of this Agreement or to exercise and enforce any of its rights, powers and remedies created hereunder or under applicable law with respect to any of the Collateral. To the extent permitted by applicable law, such Obligor hereby authorizes the Collateral Agent to file, in the name of such Obligor or otherwise and without the signature or other separate authorization or authentication of such Obligor appearing thereon, such Uniform Commercial Code financing statements or continuation statements as the Collateral Agent may reasonably deem necessary to further perfect or maintain the perfection of the Security Interests. Such Obligor hereby authorizes the Collateral Agent to file financing and continuation statements describing as the Collateral covered thereby "all of the debtor's personal property and assets"

or words to similar effect, notwithstanding that such description may be broader in scope than the Collateral described in this Agreement. Such Obligor agrees that a carbon, photographic, photostatic or other reproduction of this Agreement or of a financing statement is sufficient as a financing statement. The Obligors shall pay the out-of-pocket costs of any recording or filing of any financing or continuation statements or other assignment documents concerning the Collateral.

Section 4.04. Collateral in Possession of Other Persons, Leased Real Property

Locations. If any of such Obligor's Collateral having a value individually or collectively in excess of \$185,000 or the Euro Equivalent is at any time in the possession or control of any warehouseman, vendor, bailee or any agents or processors of any Obligor, such Obligor shall (i) notify such warehouseman, vendor, bailee, agent or processor of the Security Interests created hereby, (ii) instruct such warehouseman, vendor, bailee, agent or processor to hold all such Collateral for the Collateral Agent's account and subject to the Collateral Agent's instructions, (iii) use commercially reasonable efforts to cause such warehouseman, vendor, bailee, agent or processor to authenticate a record acknowledging that it holds possession of such Collateral for the benefit of the Collateral Agent and the Secure Parties and (iv) make such authenticated record available to the Collateral Agent. Such Obligor agrees that if any warehouse receipt or receipt in the nature of a warehouse receipt is issued with respect to any of its Inventory, such warehouse receipt or receipt in the nature thereof shall not be "negotiable" (as such term is used in Section 7-104 of the Uniform Commercial Code as in effect in any relevant jurisdiction or under other relevant law). If any Obligor enters into any lease of real estate after the date hereof, such Obligor will use commercially reasonable efforts to obtain waivers from the landlords of all such real estate, substantially in the form of Exhibit D hereto or in such other form as shall be reasonably acceptable to the Collateral Agent.

Section 4.05. Delivery of Instruments, Etc. Such Obligor will immediately deliver each Instrument and each Certificated Security (other than (i) Cash Equivalents held in a Deposit Account or a Securities Account and subject to an effective Account Control Agreement as required by Section 4.12 hereof and (ii) Instruments or Certificated Securities received in connection with bankruptcy or reorganization of suppliers and customers and in settlement of delinquent obligations of, and other disputes with, customers and suppliers in the ordinary course of business having, individually, a face amount of less than \$900,000 or the Euro Equivalent in the case of Instruments or Certificated Securities subject to this clause (ii)) to the Collateral Agent, appropriately indorsed to the Collateral Agent; provided that so long as no Event of Default shall have occurred and be continuing, and except as required by any other Finance Document, such Obligor may (unless otherwise provided in Section 2.04(b)) retain for collection in the ordinary course of business any checks, drafts and other Instruments received by it in the ordinary course of business, and the Collateral Agent shall, promptly upon request of such Obligor, make appropriate arrangements for making any other Instrument or Certificated Security pledged by such Obligor available to it for purposes of presentation, collection or renewal (any such arrangement to be effected, to the extent deemed appropriate to the Collateral Agent, against trust receipt or like document).

Section 4.06. Collection and Verification of Receivables.

(a) **Collection of Receivables.** Such Obligor shall use its commercially reasonable efforts to cause to be collected from each Account Debtor, as and when due, any and all amounts owing under or on account of each Receivable (including, without limitation, Receivables which are delinquent, such Receivables to be collected in accordance with lawful collection procedures) unless such Obligor shall reasonably determine in respect of any such Receivable that such efforts would be of negligible economic value, and shall apply forthwith upon receipt thereof all such amounts as are so collected to the outstanding balance of such Receivable. Such Obligor shall not rescind or cancel any indebtedness or obligation evidenced by any Receivable, modify, make adjustments to, extend, renew, compromise or settle any material dispute, claim, suit or legal proceeding relating to, or sell or assign, any Receivable, or

interest therein, without the prior written consent of the Collateral Agent, except that, subject to the rights of the Collateral Agent and the Secured Parties hereunder if a Declared Default shall have occurred and be continuing, such Obligor may allow as adjustments to amounts owing under its Receivables (i) an extension or renewal of the time or times of payment, or settlement for less than the total unpaid balance, which such Obligor finds appropriate in accordance with sound business judgment and (ii) a refund or credit due as a result of returned or damaged merchandise, all in accordance with such Obligor's ordinary course of business consistent with its historical collection practices. The costs and expenses (including, without limitation, attorneys' fees) of collection of Receivables, whether incurred by such Obligor or the Collateral Agent, shall be borne by the Obligors.

(b) **Verification of Receivables.** Upon the occurrence and during the continuance of an Event of Default, each Obligor, at its own expense, will cause its financial officer to furnish to the Collateral Agent at any time and from time to time promptly upon the Collateral Agent's request (i) a reconciliation of all Receivables, (ii) an aging of all Receivables, (iii) trail balances and (iv) a test verification of such Receivables as the Collateral Agent may request.

Section 4.07. Notification to Account Debtors. Upon the occurrence and during the continuance of any Event of Default, such Obligor will, if requested by the Collateral Agent, promptly notify (and such Obligor hereby authorizes the Collateral Agent so to notify) each Account Debtor in respect of any Receivable that such Collateral has been assigned to the Collateral Agent hereunder for the benefit of the Secured Parties, and that any payments due or to become due in respect of such Collateral are to be made directly to the Collateral Agent or its designee in accordance with Section 2.04 hereof.

Section 4.08. Certificates of Title; Fixtures. Upon the occurrence and during the continuance of an Event of Default and if requested by the Collateral Agent, such Obligor shall, in the case of Equipment constituting one or more titled vehicles, deliver to the Collateral Agent any and all certificates of title, applications for title or similar evidence of ownership of such Equipment and shall cause the Collateral Agent to be named as lienholder on any such certificate of title or other evidence of ownership.

Section 4.09. Insurance. Such Obligor will cause the Collateral Agent to be named as an insured party and loss payee, effective at all times on and after the Refinancing Date, on each insurance policy covering risks relating to any of its Inventory and Equipment. Each such insurance policy shall provide that all insurance proceeds in excess of \$150,000 or the Euro Equivalent per claim shall be adjusted with and payable to the Collateral Agent (for payment over to the Senior Facility Agent for application as required by clause 12.5 of the Senior Credit Agreement, if then in effect, or otherwise as contemplated by the other Finance Documents and the Intercreditor Deed) and provide that no cancellation, termination or material modification thereof shall be effective until at least 30 days after receipt by the Collateral Agent of notice thereof. Such Obligor hereby appoints the Collateral Agent as its attorney-in-fact, effective during the continuance of an Event of Default, to make proof of loss, claims for insurance and adjustments with insurers, and to execute or endorse all documents, checks or drafts in connection with payments made as a result of any insurance policies.

Such Obligor assumes all liability and responsibility in connection with the Collateral acquired by it and the liability of such Obligor to pay the Secured Obligations shall in no way be affected or diminished by reason of the fact that such Collateral may be lost, destroyed, stolen, damaged or for any reason whatsoever unavailable to such Obligor.

Section 4.10. Information Regarding Collateral. Such Obligor will, promptly upon request, provide to the Collateral Agent all information and evidence it may reasonably request concerning the Collateral to enable the Collateral Agent to enforce the provisions of this Agreement.

Section 4.11. Covenants Regarding Intellectual Property. Except in respect of subparagraphs (a), (b), (c), (e) and (f) below where the failure to do so could not reasonably be expected to have a Material Adverse Effect:

(a) Such Obligor (either itself or through licensees) will, for each Patent, not do any act, or omit to do any act, whereby any issued patent which is material to the conduct of such Obligor's business may become invalidated or dedicated to the public, and shall continue to mark any products covered by an issued patent with the relevant patent number or indication that a patent application is pending as required by the patent laws.

(b) Such Obligor will, for each Trademark material to the conduct of such Obligor's business, (i) maintain, if applicable, such Trademark in full force free from any claim of abandonment or invalidity from non-use, material alteration, naked licensing or genericide, (ii) maintain, if applicable, the quality of products and services offered under such Trademark in a manner substantially consistent with or better than the quality of such products and services as of the date hereof, (iii) display, if applicable, such Trademark with proper notice, including notice of federal registration to the extent permitted by applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Such Obligor (either itself or through licensees) will, for each work covered by a Copyright material to the conduct of its business, continue to publish, reproduce, display, adopt and distribute the work, if applicable, with appropriate copyright notice.

(d) Such Obligor shall promptly notify the Collateral Agent if it knows or has reason to know that any Patent, Trademark or Copyright (or any application or registration relating thereto) necessary to the conduct of its business may become abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Obligor's ownership of any Patent, Trademark, Copyright or Software in any case necessary to the conduct of its business, its right to register the same, if any, or to keep, use or maintain the same.

(e) Such Obligor will take all necessary steps, in accordance with commercially reasonable practice, to file, maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to attempt to obtain the relevant grant or registration) and to preserve and maintain, in accordance with commercially reasonable practice, all common law rights in any Trademarks and each registration of the Patents, Trademarks and Copyrights in each instance which are material to the conduct of its business, including filing and paying fees for applications for renewal, reissues, divisions, continuations, continuations-in-part, affidavits of use, affidavits of incontestability and maintenance, and shall initiate opposition, interference, reexamination and cancellation proceedings against third parties, unless such Obligor shall reasonably determine that any such steps or action would be of negligible economic value.

(f) If any rights to any Patent, Trademark, Copyright, Software or License relating thereto necessary to the conduct of its business is believed infringed, misappropriated, breached or diluted by a third party, such Obligor shall notify the Collateral Agent promptly after it learns thereof and shall, unless such Obligor shall reasonably determine that any such action would be of negligible economic value, or might reasonably determine that any such action would cause or otherwise have a detrimental effect on any of the Collateral, sue for infringement, misappropriation, breach or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and promptly take such other

actions as such Obligor shall reasonably deem appropriate under the circumstances to protect such Patent, Trademark, Copyright, Software or License.

(g) As to all material Licenses (excluding non-exclusive Licenses to Software) entered into after the date hereof with any third party licensor, such Obligor will use commercially reasonable and good faith efforts to obtain all requisite consents or approvals by the licensor to effect the assignment of all of such Obligor's right, title and interest thereunder to the Collateral Agent or its designee or to effect the sub-license contemplated under Section 5.02(e) upon and during the continuance of an Event of Default, and such Obligor shall provide prompt written notice to the Collateral Agent upon failure to obtain any such consent or approval.

(h) Such Obligor shall (i) take all actions which are necessary to protect and preserve the validity, priority, perfection or enforcement of the rights granted to the Collateral Agent under this Agreement and (ii) give the Collateral Agent prompt written notice if, after the date hereof, such Obligor shall file applications for, or obtain registrations to, any Trademarks, Patents or Copyrights, or enter into any new license agreements regarding any of the foregoing (other than license agreements entered into in the ordinary course of business), and such Obligor hereby agrees that the provisions of this Agreement shall automatically apply thereto. Such Obligor will, upon request of the Collateral Agent, execute any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Security Interests in such application, any resulting Patent, Trademark or Copyright and the goodwill or accounts and general intangibles of such Obligor relating thereto or represented thereby, and such Obligor hereby appoints the Collateral Agent its attorney-in-fact to execute and file such writings for the foregoing purposes.

Section 4.12. Deposit Accounts and Securities Accounts. No Obligor shall establish after the date hereof or permit to exist any Deposit Account credited at any time with amounts in excess of \$185,000 or the Euro Equivalent or any Securities Account (except any such account maintained with the Collateral Agent or constituting Collateral Accounts) without promptly delivering to the Collateral Agent a fully executed Account Control Agreement with respect to such account. Subject to Section 2.04(b) hereof and the rights of the Collateral Agent under Article V hereof, each Obligor shall cause all Proceeds of Collateral hereunder to be deposited in a Deposit Account maintained with the Collateral Agent or with respect to which an effective Account Control Agreement has been delivered to the Collateral Agent.

Section 4.13. Electronic Chattel Paper. Such Obligor shall create, store and otherwise maintain all records comprising electronic Chattel Paper in a manner such that: (i) a single authoritative copy of each such record exists which is unique, identifiable and, except as provided in clause (iv) below, unalterable, (ii) the authoritative copy of each such record shall identify the Collateral Agent as the assignee thereof, (iii) the authoritative copy of each such record is communicated to and maintained by the Collateral Agent or its designee, (iv) copies or revisions that add or change any assignees of such record can be made only with the participation of the Collateral Agent, (v) each copy (other than the authoritative copy) of such record is readily identifiable as a copy and (vi) any revision of the authoritative copy of such record is readily identifiable as an authorized or unauthorized revision.

Section 4.14. Claims. In the event any Claim in excess of \$550,000 or the Euro Equivalent arises or otherwise becomes known after the date hereof, the applicable Obligor will deliver to the Collateral Agent a supplement to Schedule 1.01 hereto describing such Claim and expressly subjecting such Claim, all Judgments and/or Settlements with respect thereto and all Proceeds thereof to the Security Interests hereunder.

Section 4.15. Letter-of-Credit-Rights. If any Letter-of-Credit Rights are hereafter acquired by any Obligor, the applicable Obligor will deliver or cause to be delivered to the Collateral Agent a fully executed consent with respect thereto substantially in the form of Exhibit E hereto or in such other form as shall be reasonably acceptable to the Collateral Agent. Absent the occurrence and continuance of an Event of Default, the provisions of this Section 4.15 shall not apply to (i) Letter of Credit Rights arising in respect of letters of credit having a face or stated amount of less than \$185,000 or the Euro Equivalent or (ii) letters of credit in respect of which an Obligor, after diligently using commercially reasonable and good faith efforts, fails to obtain from the issuer of such letter of credit the consent contemplated by the preceding sentence.

ARTICLE V GENERAL AUTHORITY; REMEDIES

Section 5.01. General Authority. Each Obligor hereby irrevocably appoints the Collateral Agent and any officer or agent thereof as its true and lawful attorney-in-fact, with full power of substitution, in the name of such Obligor, the Collateral Agent, the Secured Parties or otherwise, for the sole use and benefit of the Collateral Agent and the Secured Parties, but at such Obligor's expense, to the extent permitted by law, to exercise at any time and from time to time when a Declared Default has occurred and is continuing all or any of the following powers with respect to all or any of the Collateral, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable until the Finance Obligations are paid in full and until there is no commitment by any Secured Parties to make further advances, incur obligations or otherwise give value:

(i) to take any and all appropriate action and to execute any and all documents and instruments which may be necessary to carry out the terms of this Agreement;

(ii) to receive, take, endorse, assign and deliver any and all checks, notes, drafts, acceptances, documents and other negotiable and non-negotiable Instruments taken or received by such Obligor as, or in connection with, Collateral;

(iii) to accelerate any Receivable which may be accelerated in accordance with its terms, and to otherwise demand, sue for, collect, receive and give acquittance for any and all monies due or to become due on or by virtue of Collateral;

(iv) to commence, settle, compromise, compound, prosecute, defend or adjust any Claim, suit, action or proceeding with respect to, or in connection with, the Collateral;

(v) to sell, transfer, assign or otherwise deal in or with the Collateral or the Proceeds or avails thereof, including, without limitation, for the implementation of any assignment, lease, License, sublicense, grant of option, sale or other disposition of any Patent, Trademark, Copyright or Software or any action related thereto, as fully and effectually as if the Collateral Agent were the absolute owner thereof;

(vi) to extend the time of payment of any or all of the Collateral and to make any allowance and other adjustments with respect thereto; and

(vii) to do, at its option, but at the expense of such Obligor, at any time or from time to time, all acts and things which the Collateral Agent deems necessary to protect or preserve the Collateral and to realize upon the Collateral.

Section 5.02. Remedies upon Declared Default.

(a) If any Declared Default has occurred and is continuing, the Collateral Agent may, in addition to all other rights and remedies granted to it in this Agreement and any other agreement securing, evidencing or relating to the Finance Obligations: (i) exercise on behalf of the Secured Parties all rights and remedies of a secured party under the UCC (whether or not in effect in the jurisdiction where such rights are exercised) and, in addition, (ii) without demand of performance or other demand or notice of any kind (except as herein provided or as may be required by mandatory provisions of law) to or upon any Obligor or any other Person (all of which demands and/or notices are hereby waived by each Obligor), (A) withdraw all cash and investments in the Collateral Accounts and apply such cash and investments and other cash, if any, then held by it as Collateral as specified in Section 5.04, (B) give notice and take sole possession and control of all amounts on deposit in or credited to any Deposit Account or Securities Account pursuant to the related Account Control Agreement and apply all such funds as specified in Section 5.04 and (C) if there shall be no such cash, investments or other amounts or if such cash, investments and other amounts shall be insufficient to pay all the Secured Obligations in full or cannot be so applied for any reason or if the Collateral Agent determines to do so, collect, receive, appropriate and realize upon the Collateral and/or sell, assign, give an option or options to purchase or otherwise dispose of and deliver the Collateral (or contract to do so) or any part thereof at public or private sale, at any office of the Collateral Agent or elsewhere in such manner as is commercially reasonable and as the Collateral Agent may deem best, for cash, on credit or for future delivery, without assumption of any credit risk and at such price or prices as the Collateral Agent may deem satisfactory.

(b) The Collateral Agent shall give each Obligor not less than 10 days' prior notice of the time and place of any sale or other intended disposition of any of the Collateral, except any Collateral which is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market. Any such notice shall (i) in the case of a public sale, state the time and place fixed for such sale, (ii) in the case of a private sale, state the day after which such sale may be consummated, (iii) contain the information specified in UCC Section 9-613, (iv) be authenticated and (v) be sent to the parties required to be notified pursuant to Section 9-611(c) of the UCC; provided that, if the Collateral Agent fails to comply with this sentence in any respect, its liability for such failure shall be limited to the liability (if any) imposed on it as a matter of law under the UCC. The Collateral Agent and each Obligor agree that such notice constitutes reasonable notification within the meaning of Section 9-611 of the UCC. Except as otherwise provided herein, each Obligor hereby waives, to the extent permitted by applicable law, notice and judicial hearing in connection with the Collateral Agent's taking possession or disposition of any of the Collateral.

(c) The Collateral Agent or any Secured Party may be the purchaser of any or all of the Collateral so sold at any public sale (or, if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, at any private sale). Each Obligor will execute and deliver such documents and take such other action as the Collateral Agent deems necessary in order that any such sale may be made in compliance with law. Upon any such sale, the Collateral Agent shall have the right to deliver, assign and transfer to the purchaser thereof the Collateral so sold. Each purchaser at any such sale shall hold the Collateral so sold to it absolutely and free from any claim or right of whatsoever kind. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix in the notice of such sale. At any such sale, the Collateral may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may determine. The Collateral Agent shall not be obligated to make any such sale pursuant to any such notice. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the same may be so adjourned without further notice. In the case of any sale of all or any part of the Collateral on credit or for

future delivery, the Collateral so sold may be retained by the Collateral Agent until the selling price is paid by the purchaser thereof, but the Collateral Agent shall not incur any liability in the case of the failure of such purchaser to take up and pay for the Collateral so sold and, in the case of any such failure, such Collateral may again be sold upon like notice.

(d) For the purpose of enforcing any and all rights and remedies under this Agreement, the Collateral Agent may, if any Declared Default has occurred and is continuing, (i) require each Obligor to, and each Obligor agrees that it will, at its expense and upon the request of the Collateral Agent, forthwith assemble, store and keep all or any part of the Collateral as directed by the Collateral Agent and make it available at a place designated by the Collateral Agent which is reasonably convenient to the Collateral Agent and such Obligor, whether at the premises of such Obligor or otherwise, it being understood that such Obligor's obligation so to deliver the Collateral is of the essence of this Agreement and that, accordingly, upon application to a court of equity having jurisdiction, the Collateral Agent shall be entitled to a decree requiring specific performance by such Obligor of such obligation; (ii) to the extent permitted by applicable law, enter, with or without process of law and without breach of the peace, any premise where any of the Collateral is or may be located, and without charge or liability to any Obligor, seize and remove such Collateral from such premises; (iii) have access to and use such Obligor's books and records relating to the Collateral; and (iv) prior to the disposition of the Collateral, store or transfer it without charge in or by means of any storage or transportation facility owned or leased by such Obligor, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent the Collateral Agent deems appropriate and, in connection with such preparation and disposition, use without charge any Intellectual Property or technical process used by such Obligor. The Collateral Agent may also render any or all of the Collateral unusable at any Obligor's premises and may dispose of such Collateral on such premises without liability for rent or costs.

(e) Without limiting the generality of the foregoing, if any Declared Default has occurred and is continuing:

(i) the Collateral Agent may, subject to applicable law and the express terms of any valid and enforceable restriction in favor of a Person who is not a Group Company (as defined in the Senior Credit Agreement) that prohibits, or requires any consent or establishes any other conditions for, an assignment thereof, license, or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any Patents, Trademarks or Copyrights included in the Collateral throughout the world for such term or terms, on such conditions and in such manner as the Collateral Agent shall in its sole discretion determine;

(ii) the Collateral Agent may (without assuming any obligations or liability thereunder), at any time and from time to time, enforce (and shall have the exclusive right to enforce) against any Licensee or sublicensee all rights and remedies of any Obligor in, to and under any License and take or refrain from taking any action under any provision thereof, and each Obligor hereby releases the Collateral Agent and each of the Secured Parties from, and agrees to hold the Collateral Agent and each of the Secured Parties free and harmless from and against any claims arising out of, any lawful action so taken or omitted to be taken with respect thereto;

(iii) upon request by the Collateral Agent, each Obligor will use commercially reasonable efforts to obtain all requisite consents or approvals by the licensor or sublicensor of each License to effect the assignment of all of such Obligor's right, title and interest thereunder to the Collateral Agent or its designee and will execute and deliver to the Collateral Agent a power of attorney, in form and substance reasonably satisfactory to the

Collateral Agent, for the implementation of any lease, assignment, License, sublicense, grant of option, sale or other disposition of a Patent, Trademark or Copyright; and

(iv) the Collateral Agent may direct each Obligor to refrain, in which event each such Obligor shall refrain, from using or practicing any Trademark, Patent or Copyright in any manner whatsoever, directly or indirectly, and shall, if requested by the Collateral Agent, change such Obligor's name to eliminate therefrom any use of any Trademark and will execute such other and further documents as the Collateral Agent may request to further confirm this change and transfer of ownership of the Trademarks, Patents, Copyrights and registrations and any pending applications therefor to the Collateral Agent.

(f) In the event of any disposition following the occurrence and during the continuance of any Declared Default of any Patent, Trademark or Copyright pursuant to this Article V, each Obligor shall, to the extent commercially reasonable, supply its know-how and expertise relating to the manufacture and sale of the products or services bearing Trademarks or the products, services or works made or rendered in connection with or under Patents, Trademarks or Copyrights, and its customer lists and other records relating to such Patents, Trademarks or Copyrights and to the distribution of said products, services or works, to the Collateral Agent.

(g) If any Declared Default has occurred and is continuing, the Collateral Agent, instead of exercising the power of sale conferred upon it pursuant to this Section 5.02, may proceed by a suit or suits at law or in equity to foreclose the Security Interests and sell the Collateral, or any portion thereof, under a judgment or decree of a court or courts of competent jurisdiction, and may in addition institute and maintain such suits and proceedings as the Collateral Agent may deem appropriate to protect and enforce the rights vested in it by this Agreement.

(h) Each Obligor agrees, to the extent it may lawfully do so, that it will not at any time in any manner whatsoever claim or take the benefit or advantage of, any appraisal, valuation, stay, extension, moratorium, turnover or redemption law, or any law permitting it to direct the order in which the Collateral shall be sold, now or at any time hereafter in force which may delay, prevent or otherwise affect the performance or enforcement of this Agreement, and each Obligor hereby waives all benefit or advantage of all such laws. Each Obligor covenants that it will not hinder, delay or impede the execution of any power granted to the Collateral Agent, any Agent or any other Secured Party in the this Agreement or any other Finance Document.

(i) Each Obligor, to the extent it may lawfully do so, on behalf of itself and all who claim through or under it, including, without limitation, any and all subsequent creditors, vendees, assignees and lienors, waives and releases all rights to demand or to have any marshalling of the Collateral upon any sale, whether made under any power of sale granted herein or pursuant to judicial proceedings or under any foreclosure or any enforcement of this Agreement, and consents and agrees that all of the Collateral may at any such sale be offered and sold as an entirety.

(j) Each Obligor waives, to the extent permitted by law, presentment, demand, protest and any notice of any kind (except the notices expressly required hereunder or in the other Finance Documents) in connection with this Agreement and any action taken by the Collateral Agent with respect to the Collateral.

Section 5.03. Limitation on Duty of Collateral Agent in Respect of Collateral.

Beyond the exercise of reasonable care in the custody thereof, neither the Collateral Agent nor the Secured Parties shall have any duty to exercise any rights or take any steps to preserve the rights of any Obligor in the Collateral in its or their possession or control or in the possession or control of any agent or

bailee or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto, nor shall the Collateral Agent or any Secured Party be liable to any Obligor or any other Person for failure to meet any obligation imposed by Section 9-207 of the UCC or any successor provision. Without limiting the foregoing, the Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which the Collateral Agent accords its own property, and shall not be liable or responsible for any loss or damage to any of the Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehouseman, carrier, forwarding agency, consignee or other agent or bailee selected by the Collateral Agent in good faith.

Section 5.04. Application of Proceeds.

(a) Priority of Distributions. The proceeds of any sale of, or other realization upon, all or any part of the Collateral and any cash held in the Collateral Accounts shall be paid over to the Senior Facility Agent for application as provided in the Finance Documents, subject in all cases to the priorities set forth in clause 10 of the Intercreditor Deed. The Collateral Agent may make distributions hereunder in cash or in kind or, on a ratable basis, in any combination thereof.

(b) Distributions with Respect to Bank Guarantees. Each of the Obligors and the Secured Parties agrees and acknowledges that if (after all outstanding Advances and obligations in respect of drawn Bank Guarantees have been paid in full) one or more Issuing Lenders are (pursuant to the Senior Credit Agreement) to receive a distribution on account of undrawn amounts with respect to Bank Guarantees issued (or deemed issued) under the Senior Credit Agreement, such amounts shall be deposited in the LC Cash Collateral Account as cash security for the repayment of Obligations owing to the Issuing Lenders as such. Upon termination of all outstanding Bank Guarantees, all of such cash security shall be applied to the remaining Secured Obligations of the Finance Parties. If there remains any excess cash security, such excess cash shall be withdrawn by the Collateral Agent from the Cash Collateral Account and distributed in accordance with Section 5.04(a) hereof.

(c) Reliance by Collateral Agent. For purposes of applying payments received in accordance with this Section 5.04, the Collateral Agent shall be entitled to rely upon (i) the Senior Facility Agent under the Senior Credit Agreement and (ii) the authorized representative (the "Representative") for the Hedging Lenders for a determination (which the Senior Facility Agent, each Representative for any Hedging Lender and the Secured Parties agree (or shall agree) to provide upon request of the Collateral Agent) of the outstanding Secured Obligations owed to the Senior Lenders or the Hedging Lenders, as the case may be, and shall have no liability to any Obligor or any other Secured Party for actions taken in reliance on such information except in the case of its gross negligence or willful misconduct. Unless it has actual knowledge (including by way of written notice from a Hedging Lender) to the contrary, the Collateral Agent, in acting hereunder, shall be entitled to assume that no Hedging Agreements are in existence. All distributions made by the Collateral Agent pursuant to this Section shall be presumptively correct (except in the event of manifest error), and the Collateral Agent shall have no duty to inquire as to the application by the Secured Parties of any amounts distributed to them.

(d) Deficiencies. It is understood that the Obligors shall remain liable to the extent of any deficiency between the amount of the proceeds of the Collateral and the amount of the Secured Obligations.

**ARTICLE VI
THE COLLATERAL AGENT**

Section 6.01. Concerning the Collateral Agent. The provisions of clause 24 of the Intercreditor Deed shall inure to the benefit of the Collateral Agent in respect of this Agreement and shall be binding upon the Finance Parties and upon the parties hereto in such respect. In furtherance and not in derogation of the rights, privileges and immunities of the Collateral Agent therein set forth:

(i) The Collateral Agent is authorized to take all such action as is provided to be taken by it as Collateral Agent hereunder and all other action reasonably incidental thereto. As to any matters not expressly provided for herein (including, without limitation, the timing and methods of realization upon the Collateral), the Collateral Agent shall act or refrain from acting in accordance with written instructions as contemplated by the Intercreditor Deed or, in the absence of such instructions, in accordance with its discretion.

(ii) The Collateral Agent shall not be responsible for the existence, genuineness or value of any of the Collateral or for the validity, perfection, priority or enforceability of the Security Interests in any of the Collateral, whether impaired by operation of law or by reason of any action or omission to act on its part hereunder unless such action or omission constitutes gross negligence or willful misconduct. The Collateral Agent shall have no duty to ascertain or inquire as to the performance or observance of any of the terms of this Agreement by any Obligor.

Section 6.02. Appointment of Co-Collateral Agent. At any time or times, in order to comply with any legal requirement in any jurisdiction, the Collateral Agent may in consultation with the Parent and, unless an Event of Default shall have occurred and be continuing, with its consent (not to be unreasonably withheld or delayed) appoint another bank or trust company or one or more other persons, either to act as co-agent or co-agents, jointly with the Collateral Agent, or to act as separate agent or agents on behalf of the Secured Parties with such power and authority as may be necessary for the effectual operation of the provisions hereof and may be specified in the instrument of appointment (which may, in the discretion of the Collateral Agent, include provisions for the protection of such co-agent or separate agent similar to the provisions of Section 6.01). Notwithstanding any such appointment but only to the extent not inconsistent with such legal requirements, such Obligor shall, so long as Declared Default shall have occurred and be continuing, be entitled to deal solely and directly with the Collateral Agent rather than any such co-agent in connection with the Collateral Agent's rights and Obligations under this Agreement.

**ARTICLE VII
MISCELLANEOUS**

Section 7.01. Notices. (a) Unless otherwise specified herein, all notices, requests or other communications to any party hereunder shall be in writing (including by facsimile transmission) and mailed, faxed or delivered to the address or facsimile number: (i) in the case of the Parent, any Borrower, any Guarantor, the Senior Facility Agent or any Senior Finance Party, referred to in clause 25 of the Senior Credit Agreement, (ii) in the case of the Collateral Agent, set forth on the signature pages hereof, (iii) in the case of any Hedging Lender set forth in the applicable Hedging Agreements or (iv) in the case of any party, to such other address, facsimile number or electronic mail address as such party shall hereafter specify for the purpose of communications hereunder by notice to the other parties hereto. Each such notice, request or other communication shall be effective upon (1) actual receipt by the intended recipient or (2) (A) if delivered by hand or by courier, when signed for by or on behalf of the intended recipient; (B) if delivered by mail, four Business Days after deposit in the mails, postage prepaid; and (C)

if delivered by facsimile, when sent and receipt has been confirmed electronically. Rejection or refusal to accept, or the inability to deliver because of a changed address of which no notice was given shall not affect the validity of notice given in accordance with this Section.

(b) This Agreement may be transmitted and/or signed by facsimile and, if so transmitted or signed shall, subject to requirements of law, have the same force and effect as a manually-signed original and shall be binding on all Obligors, the Collateral Agent and the Secured Parties. The Collateral Agent may also require that this Agreement be confirmed by a manually-signed original hereof; provided, however, that the failure to request or deliver the same shall not limit the effectiveness of any facsimile document or signature.

Section 7.02. No Waivers; Non-Exclusive Remedies. No failure or delay on the part of the Collateral Agent, any Agent or any Secured Party to exercise, no course of dealing with respect to, and no delay in exercising, any right, power or privilege under this Agreement or any other Finance Document or any other document or agreement contemplated hereby or thereby and no course of dealing between the Collateral Agent, any Agent or any Secured Party and any of the Obligors shall operate as a waiver thereof nor shall any single or partial exercise of any such right, power or privilege hereunder or under any Finance Document preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder or thereunder. The rights and remedies provided herein and in the other Finance Documents are cumulative and are not exclusive of any other remedies provided by law. Without limiting the foregoing, nothing in this Agreement shall impair the right of any Secured Party to exercise any right of set-off or counterclaim it may have and to apply the amount subject to such exercise to the payment of indebtedness of any Obligor other than its indebtedness under the Finance Documents.

Section 7.03. Compensation and Expenses of the Collateral Agent; Indemnification.

(a) Expenses. The Obligors, jointly and severally, agree to pay (i) all costs and expenses (including legal fees and other out-of-pocket expenses, any value added tax or other similar tax thereon and all taxes which the Collateral Agent may be required to pay by reason of the security interests granted in the Collateral (including any applicable transfer taxes) or to free any of the Collateral from the lien thereof) reasonably incurred by the Collateral Agent in connection with (A) the negotiation, preparation, execution and completion of this Agreement and all documents, matters and things referred to in, or incidental to, this Agreement, (B) any amendment, consent or suspension of rights (or any proposal for any of the same) relating to this Agreement (and documents, matters or things referred in herein) and (C) the investigation of any Default and (ii) all costs and expenses (including legal fees and other out-of-pocket expenses and any value added tax or other similar tax thereon) reasonably incurred by the Collateral Agent or any Secured Party in connection with the preservation, enforcement or attempted preservation or enforcement of any of the Collateral Agent's or that Secured Party's rights under this Agreement (and any document referred to herein).

(b) Protection of Collateral. If any Obligor fails to comply with the provisions of this Agreement, any Patent and Trademark Assignment, any Copyright Assignment or any other Finance Document such that the validity, perfection or rank of any Security Interest is thereby diminished or potentially diminished or put at risk, the Collateral Agent may, but shall not be required to, effect such compliance on behalf of such Obligor, and the Obligors shall reimburse the Collateral Agent for the costs thereof within 30 days of receipt of a reasonably detailed written invoice therefor. All insurance expenses and all reasonable expenses of protecting, storing, warehousing, appraising, handling, maintaining and shipping the Collateral, any and all excise, property, sales and use taxes imposed by any state, federal or local authority on any of the Collateral, or in respect of periodic appraisals and inspections of the Collateral, or in respect of the sale or other disposition thereof shall be borne and paid by the Obligors. If

any Obligor fails to promptly pay any portion thereof when due, the Collateral Agent may, at its option, but shall not be required to, pay the same and charge the Obligor's account therefor, and the Obligor agrees to reimburse the Collateral Agent therefor within 30 days of receipt of a reasonably detailed written invoice therefor. All sums so paid or incurred by the Collateral Agent for any of the foregoing and any and all other sums for which any Obligor may become liable hereunder and all documented, out-of-pocket costs and expenses (including reasonable attorneys' fees, legal expenses and court costs) reasonably incurred by the Collateral Agent or any Secured Party in enforcing or protecting the Security Interests or any of their rights or remedies under this Agreement, shall, together with interest thereon until paid at the rate specified in the Senior Credit Agreement as the applicable rate of interest in respect of overdue obligations (regardless of whether at the time any are outstanding), be additional Secured Obligations hereunder.

(c) Indemnification. Each Obligor agrees to indemnify the Collateral Agent and each Secured Party, their respective affiliates and the respective directors, officers, trustees, agents and employees of the foregoing (each an "Indemnitee") and hold each Indemnitee harmless from and against any and all liabilities, obligations, losses, damages, penalties, claims, demands, actions, suits, judgments, costs and expenses of any kind, including, without limitation, the reasonable fees and disbursements of counsel, which may be incurred by, imposed on or asserted against such Indemnitee in connection with any investigation or administrative or judicial proceeding (whether or not such Indemnitee shall be designated a party thereto) brought or threatened relating to or arising out of this Agreement or in any other way connected with the enforcement of any of the terms of, or the preservation of any rights under, this Agreement or in any way relating to or arising out of the manufacture, ownership, ordering, purchasing, delivery, control, acceptance, lease, financing, possession, operation, condition, sale, return or other disposition or use of the Collateral (including, without limitation, latent or other defects, whether or not discoverable), the violation of the laws of any country, state or other governmental authority, or any tort (including, without limitation, any claims, arising or imposed under the doctrine of strict liability, or for or on account of injury to or the death of any Person (including any Indemnitee), or property damage) or contract claim; provided that no Indemnitee shall have the right to be indemnified hereunder for such Indemnitee's own gross negligence or willful misconduct or that of its affiliates, directors, trustees, agents or employees as determined by a court of competent jurisdiction in a final, non-appealable judgment or order.

(d) Contribution. If and to the extent that the obligations of any Obligor under this Section 7.03 are unenforceable for any reason, each Obligor hereby agrees to make the maximum contribution to the payment and satisfaction of such obligations which is permissible under applicable law.

(e) Obligations: Survival. Any amounts paid by any Indemnitee as to which such Indemnitee has the right to reimbursement shall constitute Secured Obligations. The indemnity obligations of the Obligor contained in this Section 7.03 shall continue in full force and effect notwithstanding the full payment of all of the Finance Obligations and notwithstanding the discharge thereof.

Section 7.04. Amendments and Waivers. Any provision of this Agreement may be amended, changed, discharged, terminated or waived if, but only if, such amendment or waiver is in writing and is signed by each Obligor directly affected by such amendment, change, discharge, termination or waiver (it being understood that the addition or release of any Obligor hereunder shall not constitute an amendment, change, discharge, termination or waiver affecting any Obligor other than the Obligor so added or released and it being further understood and agreed that any supplement to Schedule 1.01 delivered pursuant to Section 4.14 shall not require the consent of any Obligor) and either (i) the Collateral Agent (with the consent of the Finance Parties, to the extent contemplated by the

Intercreditor Deed or the Finance Documents) at all times prior to the time on which all Finance Obligations have been paid in full and all commitments with respect thereto have been terminated or (ii) the holders of at least 51% of all Hedging Obligations then outstanding under the Hedging Agreements, at all times after the time at which the other Senior Obligations have been paid in full and all commitments with respect thereto have been terminated; provided, however, that no such amendment, change, discharge, termination or waiver shall be made to Section 5.04 hereof or this Section 7.04 without the consent of each Secured Party adversely affected thereby; and provided further that any amendment, change, discharge, termination or waiver adversely affecting the rights and benefits of a single Class of Secured Parties (and not all Secured Parties in a like or similar manner) shall require the written consent of the Required Secured Parties of such Class of Secured Parties. For the purposes of this Section 7.04, the term "Class" means each class of Secured Parties, i.e., whether (x) the Senior Lenders, as holders of Senior Credit Obligations or (y) the Hedging Lenders, as holders of Hedging Obligations. For the purposes of this Section 7.04, the term "Required Secured Parties" of any Class means each of (1) with respect to the Senior Obligations, the Majority Lenders (as defined in the Senior Credit Agreement) and (2) with respect to the Hedging Obligations, the holders of 51% of all Hedging Obligations outstanding from time to time.

Section 7.05. Successors and Assigns. This Agreement shall be binding upon each of the parties hereto and inure to the benefit of the Collateral Agent and the Secured Parties and their respective successors and assigns. In the event of an assignment of all or any of the Secured Obligations, the rights hereunder, to the extent applicable to the indebtedness so assigned, may be transferred with such indebtedness. No Obligor shall assign or delegate any of its rights and duties hereunder without the prior written consent of all of the Lenders.

Section 7.06. Governing Law.

(a) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, EXCEPT AS OTHERWISE REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT REMEDIES PROVIDED BY THE LAWS OF ANY JURISDICTIONS OTHER THAN NEW YORK ARE GOVERNED BY THE LAWS OF SUCH JURISDICTIONS. Any legal action or proceeding with respect to this Agreement may be brought in the courts of the State of New York in New York County, or of the United States for the Southern District of New York, and, by execution and delivery of this Agreement, each Obligor hereby irrevocably accepts for itself and in respect of its property, generally and unconditional, the nonexclusive jurisdiction of such courts. Each Obligor irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such court and any claim that any such proceeding brought in any such court has been brought in an inconvenient forum.

(b) Each of Obligor which, at the time of determination, is not incorporated or organized under the laws of the United States, any State thereof or the District of Columbia, hereby irrevocably appoints C.T. Corporation System as its authorized agent to accept and acknowledge service of any and all process which may be served in any suit, action or proceeding of the nature referred to in this Section 7.06 and consents to process being served in any such suit, action or proceeding upon C.T. Corporation System in any manner or by the mailing of a copy thereof by registered or certified mail, postage prepaid, return receipt requested, to such Obligor's address referred to in Section 7.01 hereof. Each such Obligor agrees that such service (i) shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding and (ii) shall, to the fullest extent permitted by law, be taken and held to be valid personal service upon and personal delivery to it. Nothing in this Section

7.06 shall affect the right of the Collateral Agent to serve process in any manner permitted by law or limit the right of the Collateral Agent or any Finance Party to bring proceedings against any Obligor in the courts of any jurisdiction or jurisdictions.

Section 7.07. Limitation of Law; Severability.

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

(ii) If any provision hereof is invalid or unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Collateral Agent and the Secured Parties in order to carry out the intentions of the parties hereto as nearly as may be possible; and (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provisions in any other jurisdiction.

Section 7.08. Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective with respect to each Obligor when the Collateral Agent shall receive counterparts hereof executed by itself and such Obligor.

Section 7.09. Additional Obligors. It is understood and agreed that any Affiliate of the Parent that is required by the Finance Documents to execute a counterpart of this Agreement after the date hereof shall automatically become an Obligor hereunder with the same force and effect as if originally named as an Obligor hereunder by executing an instrument of accession or joinder reasonably satisfactory to the Collateral Agent and delivering the same to the Collateral Agent. The execution and delivery of any such agreement shall not require the consent of any other Obligor hereunder. The rights and obligations of each Obligor hereunder shall remain in full force and effect notwithstanding the addition of any new Obligor as a party to this Agreement.

Section 7.10. Termination. Upon the full payment and performance of all Finance Obligations, the cancellation or expiration of all outstanding Bank Guarantees and Hedging Agreements and the termination of all commitments under the Finance Documents, the Security Interests shall terminate and all rights to the Collateral shall revert to the Obligors. In addition, at any time and from time to time prior to such termination of the Security Interests, the Collateral Agent may release any of the Collateral as contemplated by the Intercreditor Deed or the Finance Documents. Upon any such termination of the Security Interests or release of Collateral, the Collateral Agent will, upon request by and at the expense of any Obligor, promptly execute and deliver to such Obligor such documents as such Obligor shall reasonably request to evidence the termination of the Security Interests or the release of such Collateral, as the case may be. Any such documents shall be without recourse to or warranty by the Collateral Agent or the Secured Parties. The Collateral Agent shall have no liability whatsoever to any Secured Party as a result of any release of Collateral by it as permitted by this Section 7.10. Upon any release of Collateral pursuant to this Section 7.10, none of the Secured Parties shall have any continuing right or interest in such Collateral or the Proceeds thereof.


Section 7.11. Entire Agreement. This Agreement and the other Finance Documents, constitute the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, and any contemporaneous oral agreements and understandings relating to the subject matter hereof and thereof.

[Signature Pages Follow]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first written above.

OBLIGORS:

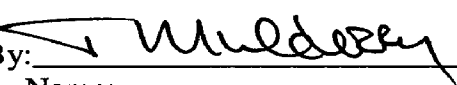
RIVERDEEP INTERACTIVE LEARNING LIMITED

By: 
Name:
Title:

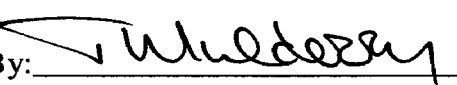
RIVERDEEP INTERACTIVE LEARNING USA, INC.

By: 
Name:
Title:


RIVERDEEP INC., A LIMITED LIABILITY COMPANY

By: 
Name:
Title:

BRODERBUND LLC

By: 
Name:
Title:]

RVDP, INC.

By: 
Name:
Title:

In the presence of

Signature of witness

Michael Ellis

Name of witness

Michael Ellis

Address of witness

6 The Spinney, Haywards Heath, West Sussex, RH16 1PL

Occupation of witness

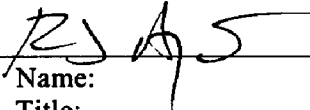
Solicitor

COLLATERAL AGENT:

CREDIT SUISSE FIRST BOSTON
Loan Agency Department
1 Cabot Square
London E144QJ
Attention: Maria Delellis
Telephone: (011) 411-20-7-888-8361
Fax: (011) 44-20-7-888-8398

CREDIT SUISSE FIRST BOSTON,
as Collateral Agent

By: 
Name:
Title:

By: 
Name:
Title:

**SCHEDULE 1.01
TO
SECURITY AGREEMENT**

SCHEDULE OF CLAIMS

NONE.

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**TRADEMARK
REEL: 002942 FRAME: 0272**

**SCHEDULE 2.01(iv)
TO
SECURITY AGREEMENT**

**TRADEMARKS APPLICATIONS OF
RIVERDEEP INTERACTIVE LEARNING LIMITED**

<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>
ADVENTURE WORKSHOP	76/543,144	8/26/2003
ADVENTURE WORKSHOP	76/543,143	8/26/2003
AN OREGON TRAIL ADVENTURE	76/577,666	2/24/2004
ATOMIC CLOCK	76/559,648	10/31/2003
CARMEN SANDIEGO	76/488,488	2/10/2003
DESTINATION READING	76/244770	4/20/2001
DESTINATION SUCCESS	76/572,143	1/22/2004
DESTINATION TEACH	76/570,985	1/15/2004
LEARNING COMPANY BOOKS	76/487,536	2/5/2003
MAVIS BEACON TEACHES TYPING!	76/455372	9/23/2002
MIGHTY MATH	76/543,145	8/26/2003
MIND POWER	76/455,373	9/23/2002
PRINTMASTER	76/572,144	1/22/2004
READER RABBIT	76/488,490	2/10/2003
RIVERDEEP LEARNING VILLAGE	78/115,677	3/18/2002
RIVERDEEP LEARNING VILLAGE & design	76/423,703	6/20/2002
RIVERDEEP LEARNING VILLAGE (and design)	78/357,953	1/27/2004
RIVERDEEP LEARNING VILLAGE (wordmark)	78/351,285	1/13/2004
STARFLYERS	76/347,324	12/10/2001
STARFLYERS & design	76/487,249	2/4/2003
THE CLUEFINDERS	76/488,489	2/10/2003
ZOOMBINIS	76/457251	10/10/2002
ZOOMBINIS	76/457250	10/10/2002

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**TRADEMARK
REEL: 002942 FRAME: 0273**

**SCHEDULE 2.01(iv)
TO
SECURITY AGREEMENT**

**TRADEMARKS OF
RIVERDEEP INTERACTIVE LEARNING LIMITED**

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
3D HOME ARCHITECT	1,862,392	11/15/1994
3D HOME INTERIORS	2,369,668	7/25/2000
ACTIVE MIND SERIES	2,078,845	7/15/1997
ALL AROUND FRIPPLETOWN	2,449,929	5/8/2001
ASTRO ALGEBRA	2,136,232	2/10/1998
ATOMIC CLOCK	2,074,600	6/24/1997
BAILEY'S BOOK HOUSE	1,834,422	5/3/1994
BAILEY'S BOOK HOUSE	1,904,381	7/11/1995
BODYWORKS	1,729,084	11/3/1992
BRAIN BYTES	2,363,016	6/27/2000
BRODERBUND	2,618,094	9/10/2002
BRODERBUND SOFTWARE	1,306,829	11/27/1984
CALCULATING CREW	2,127,794	1/6/1998
CARMEN SANDIEGO CONNECTION	2,212,991	12/22/1998
CARMEN SANDIEGO JUNIOR DETECTIVE EDITION	2,007,255	10/8/1996
CARMEN SANDIEGO WORD DETECTIVE	2,304,536	12/28/1999
CARNIVAL COUNTDOWN	2,145,268	3/17/1998
CLICKART	1,316,792	1/29/1985
CLICKART Design ("George" Logo)	2,176,867	7/28/1998
COMPTON'S	1,771,187	5/18/1993
COMPTON'S HOME LIBRARY	2,242,369	5/4/1999
COMPTON'S INTERACTIVE ENCYCLOPEDIA	2,278,656	9/21/1999
DESTINATION MATH	2,578,138	6/11/2002
DESTINATION MATH	2,554,481	4/2/2002
DIJIT and Design	2,487,878	9/11/2001
DIJIT and Design	2,448,059	5/1/2001
DIJIT Logo	2,402,359	11/7/2000
DIJIT Logo	2,435,510	3/13/2001
DIJIT Logo	2,487,877	9/11/2001
DOWNLOAD ZONE	2,140,133	3/3/1998
E Logo	2,262,249	7/20/1999
EDCONNECT	2,747,811	8/5/2003
EDMARK	1,016,865	7/29/1975

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**SCHEDULE 2.01(iv)
TO
SECURITY AGREEMENT**

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
EDMARK	1,015,485	7/8/1975
EDMARK	2,515,111	12/4/2001
EDMARK and Design	1,878,465	2/14/1995
EDMARK IGNITE THE CURIOUS MIND and Design	2,252,796	6/15/1999
EDVANTAGE	2,525,466	1/1/2002
ELANGUAGE	2,470,749	7/17/2001
EXPLORERS OF THE NEW WORLD	2,185,172	8/25/1998
EXPRESSIT	2,774,448	10/21/2003
EXPRESSIT & Design	2,777,180	10/28/2003
EXPRESSIT TECHNOLOGY	2,500,429	10/23/2001
FAMILY LAWYER	2,039,432	2/18/1997
FOOLPROOF	1,926,732	10/10/1995
FRIPPLETOWN	2,571,790	5/21/2002
GALACTIC BRAIN BENDERS	2,466,413	7/3/2001
GIZMOS & GADGETS	1,865,655	12/6/1994
GRADE BUILDER	2,286,115	10/12/1999
HIGHWAY PATROL	2,213,162	12/22/1998
IGNITE THE CURIOUS MIND	2,214,186	12/29/1998
JAMES DISCOVERS MATH	2,233,893	3/23/1999
KID PIX	1,810,528	12/14/1993
KNOWLEDGE MUNCHERS	2,358,182	6/13/2000
LEARNING NEEDS	2,694,218	3/4/2003
LEARNINGBUDDIES	2,448,326	5/1/2001
LIVING BOOKS	1,796,822	10/5/1993
LIVING BOOKS & DESIGN	2,011,414	10/29/1996
LOGAL	1,882,881	3/7/1995
LOGAL SIMLIBRARY	2,551,916	3/26/2002
LOGIC QUEST	2,177,164	7/28/1998
LOGICAL JOURNEY OF THE ZOOMBINIS	2,041,387	2/25/1997
MARLU & Design	1,991,609	8/6/1996
MATH MUNCHERS	2,245,681	5/18/1999
MATHKEYS	1,885,562	3/21/1995
MAVIS BEACON	2,070,388	6/10/1997
MAVIS BEACON TEACHES TYPING!	1,503,670	9/13/1988
MEGA MUNCHERS	2,327,197	3/7/2000
MIDNIGHT RESCUE!	1,850,618	8/23/1994

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**SCHEDULE 2.01(iv)
TO
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<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
MIGHTY MATH	2,096,700	9/16/1997
MILLIE & BAILEY	2,187,757	9/8/1998
MILLIE'S MATH HOUSE	1,784,693	7/27/1993
MINDTWISTER MATH	2,470,384	7/17/2001
MYWAVE and Design	2,551,764	3/26/2002
NOW THE BEST SCHOOL CAN BE EVERYWHERE	2,463,867	6/26/2001
NUMBER HEROES	2,099,000	9/23/1997
NUMBER MUNCHERS	2,233,137	3/23/1999
ORANGA BANGA	1,928,742	10/17/1995
ORLY'S DRAW-A-STORY	2,179,142	8/4/1998
OUTNUMBERED!	1,616,866	10/9/1990
PAINT, WRITE & PLAY!	2,113,982	11/18/1997
PIONEER ADVENTURES	2,445,419	4/24/2001
POWERED BY BRODERBUND'S EXPRESSIT TECHNOLOGY & Design	2,500,430	10/23/2001
PRACTICE MAKES PERFECT	2,276,281	9/7/1999
PRINTMASTER	2,111,762	11/11/1997
READER RABBIT	1,430,966	3/3/1987
READER RABBIT'S TODDLER	2,191,554	9/22/1998
READER RABBIT'S KINDERGARTEN	2,194,347	10/6/1998
READER RABBIT'S PRESCHOOL	2,191,555	9/22/1998
READER RABBIT'S READING DEVELOPMENT LIBRARY	2,159,221	5/19/1998
RIVERDEEP	2,605,772	8/6/2002
RIVERDEEP	2,400,552	10/31/2000
RIVERDEEP INTERACTIVE LEARNING	2,469,585	7/17/2001
RIVERDEEP INTERACTIVE LEARNING	2,465,682	7/3/2001
RIVERDEEP Logo	2,452,885	5/22/2001
RIVERDEEP Logo	2,508,894	11/20/2001
SAFEFILTER	2618591	9/10/2002
SAMMY'S SCIENCE HOUSE	1,929,707	10/24/1995
SKILLS BANK	1,732,691	11/17/1992
SKY ISLAND MYSTERIES	2,238,506	4/13/1999
SMARTSTUFF	1,939,206	12/5/1995
SPIRITUAL EXPRESSIONS	2,366,829	7/11/2000
STANLEY'S STICKER STORIES	2,078,912	7/15/1997

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**SCHEDULE 2.01(iv)
TO
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<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
STORYBOOK WEAVER	1,769,401	5/4/1993
STUDENT WRITING CENTER	1,873,215	1/10/1995
SUPER SECRET SCIENCE STATION	2,223,894	2/16/1999
SUPER SOLVERS	1,872,342	1/10/1995
THE AMAZING WRITING MACHINE	1,969,945	4/23/1996
THE AMAZON TRAIL	1,850,384	8/16/1994
THE CLUEFINDERS	2,286,308	10/12/1999
THE COMPLETE REFERENCE COLLECTION	2,273,150	8/24/1999
THE EDITOR'S DESK and Design	2,676,400	1/21/2003
THE LEARNING COMPANY	1,347,323	7/9/1985
THE OREGON TRAIL	1,771,617	5/18/1993
THE PRINT SHOP	1,395,538	6/3/1986
THE PRINT SHOP ESSENTIALS	2,414,416	12/19/2000
THE WRITING TREK	2,769,398	9/30/2003
THEMEWEAVERS	2651018	11/19/2002
THINK IT. PRINT IT.	2,622,525	9/24/2002
THINKIN' THINGS	1,934,358	11/7/1995
THINKIN' THINGS and Design	1,932,617	11/7/1995
TLC & Design	2,200,440	10/27/1998
TLC THE LEARNING COMPANY & Design	2,364,846	7/4/2000
TLC THE LEARNING COMPANY FOR GREATER KNOWLEDGE & DESIGN	2,322,090	2/22/2000
TOUCHFREE	2,470,715	7/17/2001
TOUCHWINDOW	1,479,442	3/8/1988
TRAVEL THE WORLD	2,280,183	9/21/1999
TREASURE COVE!	1,818,409	1/25/1994
TREASURE MATHSTORM!	1,832,011	4/19/1994
TREASURE MOUNTAIN!	1,854,540	9/20/1994
TRIVIA MUNCHERS	2,245,677	5/18/1999
TRUDY'S TIME & PLACE HOUSE	2,062,744	5/20/1997
TRUE NETWORK VERSIONS	2,302,982	12/21/1999
ULTIMATE WRITING & CREATIVITY CENTER	2,077,963	7/8/1997
VIRTUAL MAKEOVER	2,388,081	9/19/2000
VIRTUAL MANIPULATIVES	2,178,726	8/4/1998
VIRTUALTALK	2,506,080	11/13/2001
VIRUCIDE	1,665,430	11/19/1991
WHERE IN THE U.S.A. IS CARMEN SANDIEGO?	1,483,655	4/5/1988

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**SCHEDULE 2.01(iv)
TO
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<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
WHERE IN THE WORLD IS CARMEN SANDIEGO	2,221,220	2/2/1999
WHERE IN THE WORLD IS CARMEN SANDIEGO?	1,383,516	2/18/1986
WHERE IN THE WORLD IS CARMEN SANDIEGO?	2,163,949	6/9/1998
WHERE IN THE WORLD IS CARMEN SANDIEGO?	2,213,937	12/29/1998
WHERE IN THE WORLD IS CARMEN SANDIEGO?	2,223,676	2/16/1999
WHERE IN TIME IS CARMEN SANDIEGO?	1,606,525	7/17/1990
WORD MUNCHERS	2,244,406	5/11/1999
WORDS AROUND ME	2,025,822	2/24/1996
WRITE FOR YOUR LIFE and Design	2,671,124	1/7/2003
ZOO ZILLIONS	2,145,266	3/17/1998

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**SCHEDULE 2.01(iv)
TO
SECURITY AGREEMENT**

**COPYRIGHTS AND COPYRIGHT APPLICATIONS OF
RIVERDEEP INTERACTIVE LEARNING LIMITED**

Title	Registration No.
1990 Time Magazine Compact Almanac	TX 2 991 903
1991 Time Magazine Compact Almanac	PA 664 908
1993 Calendar: Where is Carmen Sandiego?	TX 3 408 781
1994 Calendar: Where is Carmen Sandiego?	TX 3 792 690
1995 Time Almanac	PA 767 533
3D Home Design Suite Deluxe 4.0	TX 5 601 112
A Christmas Sampler	PA 195 219
Address Book	TX 3 903 895
Address Book	TX 3 938 038
Address Book	TX 4 039 322
Address Book	TX 4 320 836
Address Book	TX 4 332 738
Adventure Workshop 1 st - 3 rd (Mix 1)	TX 5 732 787
Adventure Workshop 1 st - 3 rd (Mix 2)	TX 5 732 782
Adventure Workshop 1 st - 3 rd (Mix 3)	TX 5 732 774
Adventure Workshop 4 th - 6 th (Mix 1)	TX 5 732 788
Adventure Workshop 4 th - 6 th (Mix 2)	TX 5 732 781
Adventure Workshop 4 th - 6 th (Mix 3)	TX 5 732 785
Adventure Workshop Pre- 1 st (Mix 1)	TX 5 732 778
Adventure Workshop Pre- 1 st (Mix 2)	TX 5 732 780
Adventure Workshop Pre- 1 st (Mix 3)	TX 5 732 784
Adventures of the Time Taxi	PA 286 822
Alphabet Zoo*-+	PA 259 037
Amazing Arithmetricks	TX 627 167
Amazing Writing Machine, The	PA 792 410
Amazing Writing Machine, The	PA 817 426
Amazon Trail 3rd Edition: Rainforest Adventures	PA 910 383
Amazon Trail II	TX 5 785 507
American Bar Association Family Legal Guide, The	TX 4 908 336
American Greetings CreataCard Gold	TX 5 601 131
American Greetings CreataCard Gold 6	TX 5 601 116
American Greetings CreataCard Platinum 4	TX 5 586 254
American Greetings CreataCard Platinum 6	TX 5 601 113

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Title	Registration No.
American Greetings CreaCard Platinum 7	TX 5 601 115
American Greetings CreaCard Silver 5	TX 5 586 229
American Greetings CreaCard Spiritual Expressions 6	TX 5 601 129
American Greetings CreateaCard Gold 5	TX 5 306 675
American Greetings Print! Premium 3	TX 5 306 681
American Greetings Spiritual Expressions 3	TX 5 306 682
American Heritage Talking Dictionary	PA 707 026
American Heritage Talking Dictionary	PA 792 442
American Heritage Talking Dictionary	PA 792 446
American Heritage Talking Dictionary, The	PA 885 163
American History Atlas	TX 3 979 748
Ancient Empires Manual	TX 3 252 748
Arizona Mix	TX 3 848 124
Art Lesson, The	PA 885 159
Arthur's 1st Grade	TX 5 746 435
Arthur's 1st Grade	TX 5 190 550
Arthur's 2nd Grade	TX 5 734 389
Arthur's 2nd Grade	TX 5 201 037
Arthur's Adventures with D.W.	TX 5 201 035
Arthur's Birthday	PA 768 269
Arthur's Birthday	TX 5 746 446
Arthur's Camping Adventure	TX 5 190 553
Arthur's Computer Adventure	TX 5 306 677
Arthur's Kindergarten	TX 5 734 400
Arthur's Kindergarten	TX 5 201 038
Arthur's Math Games	TX 5 190 570
Arthur's Preschool	TX 5 190 549
Arthur's Reading Games	TX 5 746 441
Arthur's Reading Race	TX 5 734 390
Arthur's Ready to Race	TX 5 746 433
Arthur's Teacher Trouble (Computer Program)	TX 3 636 863
Arthur's Thinking Games	TX 5 746 438
ArtRageous	PA 792 439
Astro Algebra	PA 885 170
Auto Works	TX 3 601 833
B.A.B.Y.	TX 3 625 869
Bailey's Book House Mac Version	PA 742 389

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**SCHEDULE 2.01(iv)
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Title	Registration No.
Bailey's Book House MS_DOS CD ROM version	PA 726 170
Bailey's Book House MS_DOS Version	PA 729 689
Bailey's Book House Win/Mac CD ROM	PA 795 734
BASE, Basic Academic Skills For Employment	TX 3 303 494
Big Anthony's Mixed-Up Magic	PA 726 117
Big Science Ideas Systems, school edition	TX 4 582 744
Bluegrass Bluff	TX 3 848 125
Bob Vila's Home Design	PA 905 181
BodyScope	TX 3 848 126
BodyWorks	PA 763 537
BodyWorks	PA 767 539
BodyWorks	PA 792 370
BodyWorks	PA 792 445
BodyWorks	TX 3 682 605
Bumble Games	TX 1 637 907
Bumble Games	TX 2 084 818
Bumble Games Manual	TX 2 219 567
Bumble Games Teacher Manual	TX 2 538 380
Bumble Games User's Manual	TX 2 086 312
Bumble Plot	TX 1 659 234
Bumble Plot	TX 2 083 984
Bumble Plot User's Manual	TX 2 089 016
Business Law Partner	TX 4 908 333
CalcStar User's Manual: CS-3510-1, First Issue 11/8/82	TX 1 318 694
Calendar Creator	PA 876 392
Calendar Creator	TX 4 624 092
Calendar Creator	TX 5 586 225
Calendar Creator	TX 5 586 253
Calendar Creator deluxe	TX 5 586 255
Calendar Creator Deluxe	TX 5 601 139
Calendar Creator Plus	TX 4 182 737
Calendar Creator Plus	TX 4 208 312
Canada GeoGraph II	TX 4 018 854
Card Shop Plus Deluxe	TX 5 586 227
Carmen Sandiego Boxed Set (compilation)	TX 3 987 723
Carmen Sandiego Boxed Set (compilation)	TX 3 989 239
Carmen Sandiego Dossier & Map Simulation	VA 466 259

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Title	Registration No.
Carmen Sandiego Junior Detective Edition Version 1.3	PA 817 427
Carmen Sandiego Math Detective	TX 5 746 450
Carmen Sandiego Mysteries: The Cocoa Commotion	TX 4 564 096
Carmen Sandiego Mystery, A: Color Me Criminal	TX 4 504 156
Carmen Sandiego Mystery, A: Hasta La Vista	TX 4 504 535
Carmen Sandiego Word Detective	TX 5 746 437
Carmen Sandiego: Think Quick Challenge	TX 5 746 436
Carmen Sandiego's Great Chase Through Time	TX 5 746 442
Cavity Busters	TX 3 873 093
Children's Bible Stories (Compton's)	TX 4 571 438
Children's Writing and Publishing Center User's Manual	TX 2 531 668
Cleanwater Detectives	TX 3 879 021
ClickArt 10,000	TX 5 601 138
ClickArt 101	VA 736 915
ClickArt 250,000	TX 5 601 114
ClickArt After School Activities	VA 721 404
ClickArt Beastly Funny Cartoons	VA 645 881
ClickArt Best of ClickArt-Gold Collection	VA 655 761
ClickArt Borders 1.0	VA 646 588
ClickArt Bulletins & Newsletter Cartoons	VA 645 874
ClickArt Business & Office 1.0	VA 646 587
ClickArt Business Illustrations	VA 648 691
ClickArt Cartoons Beastly Funnies	VA 654 907
ClickArt Christian Illustrations	VA 645 875
ClickArt Christian Illustrations Christian Holidays	VA 645 876
ClickArt Christian Illustrations Church Bulletins & Newsletters	VA 645 878
ClickArt Christian Illustrations Sunday School & Bible Studies	VA 645 877
ClickArt Christian Images	VA 656 810
ClickArt Company & Business Cartoons	VA 655 764
ClickArt EPS Artistry & Borders	VA 645 882
ClickArt Express Animals	VA 777 381
ClickArt Express Birthdays	VA 777 387
ClickArt Express Borders, Framers & Bursts	VA 777 395
ClickArt Express Business	VA 777 391
ClickArt Express Education	VA 777 396
ClickArt Express Food and Beverages	VA 777 385
ClickArt Express Holidays	VA 777 384

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**SCHEDULE 2.01(iv)
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Title	Registration No.
ClickArt Express Icons & Symbols	VA 777 397
ClickArt Express Kid's Art	VA 777 383
ClickArt Express People	VA 777 380
ClickArt Express Plants & Flowers	VA 777 386
ClickArt Express Real Estate	VA 777 378
ClickArt Express Sports & Recreation	VA 777 379
ClickArt Express Transportation	VA 777 390
ClickArt Express Vacation & Travel	VA 777 389
ClickArt Express Weddings	VA 777 382
ClickArt Fonts 2	TX 5 601 128
ClickArt Food & Beverages 1.0	VA 646 585
Clickart for Faxes	VA 503 998
Clickart for Faxes	VA 634 691
ClickArt for Next, Volume One	VA 411 539
ClickArt for Next, Volume One	VA 634 690
ClickArt for Sun, Volume One	VA 410 736
ClickArt for Sun, Volume One	VA 634 693
ClickArt for Sun, Volume Two	VA 420 091
ClickArt Holiday Seasonings 1.0	VA 777 398
ClickArt Incredible Image Pak	VA 655 766
ClickArt Incredible Image Pak 65,000	VA 791 035
ClickArt Music & Entertainment	VA 721 403
ClickArt Nature & Outdoors	VA 721 402
ClickArt Newsletter Art	VA 645 879
ClickArt Occasions & Celebrations	VA 655 763
ClickArt On the Job Cartoons	VA 645 880
ClickArt Parties & Events Cartoons	VA 655 765
ClickArt People & Faces 1.0	VA 646 589
ClickArt Plants & Flowers 1.0	VA 646 586
ClickArt Presentation Graphics	TX 5 601 127
ClickArt Publications	VA 395 419
ClickArt Real Estate 1.0	VA 723 652
ClickArt Transportation 1.0	VA 646 590
ClickArt Vacation & Recreation	VA 721 405
ClickArt: Color Graphics For Presentations	VA 467 543
ClickArt: Color Graphics For Presentations	VA 656 812
ClickArt: Newsletter Cartoons	VA 500 213

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Title	Registration No.
ClickArt: Newsletter Cartoons	VA 656 802
Close Encounters of the Math Kind	PA 286 820
ClueFinders 3rd Grade Adventures	PA 1 023 597
ClueFinders 3rd Grade Adventures 2.2 & CF Mystery Mansion Arcade 1.0	TX 5 732 800
ClueFinders 3rd Grade Adventures 2.2 & CF Reading Adventures 1.01	TX 5 732 792
ClueFinders 3rd Grade Adventures 2.3 & CF Real World Adventure Kit 1.0	TX 5 732 783
ClueFinders 3rd Grade Adventures Mystery of Mathra	TX 5 790 166
ClueFinders 4th Grade Adventures	PA 1 024 018
ClueFinders 4th Grade Adventures 2.2 & CF Mystery Mansion Arcade 1.0	TX 5 732 798
ClueFinders 4th Grade Adventures 2.2 & CF Reading Adventures 1.11	TX 5 732 801
ClueFinders 4th Grade Adventures 2.3 & CF Real World Adventure Kit 1.0	TX 5 732 789
ClueFinders 4th Grade Adventures 2.4 & CF Mystery Mansion Arcade 1.0	TX 5 732 776
ClueFinders 5th Grade Adventures 1.2 & CF Mystery Mansion Arcade 1.0	TX 5 732 794
ClueFinders 5th Grade Adventures 1.2 & CF Reading Adventures 1.01	TX 5 732 793
ClueFinders 5th Grade Adventures 1.4 & CF Mystery Mansion Arcade 1.0	TX 5 732 797
ClueFinders 5th Grade Adventures 2.3 & CF Real World Adventure Kit 1.0	TX 5 732 786
ClueFinders 5th Grade Adventures, The	PA 954 472
ClueFinders 6th Grade Adventures	PA 1 024 020
ClueFinders 6th Grade Adventures 1.2 & CF Mystery Mansion Arcade 1.0	TX 5 732 795
ClueFinders 6th Grade Adventures 1.2 & CF Reading Adventures 1.11	TX 5 732 796
ClueFinders 6th Grade Adventures 1.3 & CF Real World Adventure Kit 1.0	TX 5 732 791
ClueFinders 6th Grade Adventures 1.4 & CF Mystery Mansion Arcade 1.0	TX 5 732 772
ClueFinders Math Adventures 2.4 & CF Mystery Mansion Arcade 1.0	TX 5 732 771
ClueFinders Math Adventures Ages 9-12	PA 1 024 019
ClueFinders' Math Ages 9-12, The	PA 923 364
ClueFinders Reading Adventures Ages 9-12	PA 1 013 726
ClueFinders Search & Solve Adventures	PA 973 391
ClueFinders The Incredible Toy Store Adventure!	TX 5 732 779
CNN Newsroom Global View	PA 629 394
CNN Newsroom Global View	PA 726 146
Companion Programs	TX 3 722 490
Compass Language Series	TX 3 108 426
Compass Reading Series	TX 3 110 563
Complete Delete	TX 4 908 339
Complete Legal Collection	TX 5 586 223
Complete Reference Collection, The, 1998 Edition	PA 869 642
Compton's Encyclopedia and Fact Index	TX 1 735 846

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**TRADEMARK
REEL: 002942 FRAME: 0284**

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Title	Registration No.
Compton's Encyclopedia and Fact Index	TX 2 005 503
Compton's Encyclopedia and Fact Index	TX 2 314 608
Compton's Encyclopedia and Fact Index	TX 2 571 347
Compton's Encyclopedia and Fact Index	TX 2 765 726
Compton's Encyclopedia and Fact Index	TX 3 085 283
Compton's Encyclopedia and Fact Index	TX 3 314 053
Compton's Encyclopedia and Fact Index	TX 3 542 900
Compton's Interactive Bible (NIV)	PA 868 899
Compton's Interactive Encyclopedia 1996	PA 718 689
Compton's Interactive Encyclopedia 1996	PA 785 714
Compton's Interactive Encyclopedia 1997 Edition	PA 826 696
Compton's Interactive Encyclopedia 1998 Deluxe Edition	PA 842 123
Compton's Interactive Encyclopedia 1998 Standard Edition	PA 842 118
Compton's Interactive World Atlas 1997 Edition	PA 868 896
Compton's Learning: Score Builder for the SAT, PSAT & ACT, v.1.0	PA 954 471
Compton's Multimedia Encyclopedia	TX 3 402 533
Compton's Multimedia Encyclopedia	TX 3 564 105
Compton's Multimedia Encyclopedia	TX 3 564 106
Compton's New Century Encyclopedia and Reference Collection II	TX 4 451 212
Compton's Reference Collection 1996	PA 785 683
ComputerWorks	TX 3 567 460
Control Language for CAI	TX 1 530 294
CornerStone Language Arts	PA 923 337
CornerStone Mathematics	PA 923 339
CornerStone Mathematics	PA 923 367
Cornerstone Reading Comprehension Level 3	TXu 1 100 618
Cornerstone Reading Comprehension Level A	TXu 1 100 620
Cornerstone Reading Comprehension Level B	TXu 1 100 619
Cornerstone Reading Comprehension Level C	TXu 1 100 621
CornerStone Reading Vocabulary	PA 923 363
Cosmopolitan Fashion Makeover	TX 5 190 565
Cosmopolitan Fashion Makeover, 2002 Deluxe Suite	TX 5 601 119
Cosmopolitan Virtual Makeover 2	TX 5 190 567
Cosmopolitan Virtual Makeover 3	TX 5 306 679
Data Dictionary	TX 1 585 690
Data Star	TX 620 766
DataStar	TX 1 585 692

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**TRADEMARK
REEL: 002942 FRAME: 0285**

**SCHEDULE 2.01(iv)
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Title	Registration No.
DataStar Manual	TX 534 458
DataStar Reference Manual, 3rd revision, 11/1/82	TX 1 356 176
DataStar Training Guide	TX 1 338 148
DataStar User's Guide, 2nd revision	TX 1 356 182
DataStar User's Guide, revised 9/23/80	TX 1 481 759
Destination Math Mastering Algebra I Course II v. 4.0 (a.k.a. Destination Math Algebra 1.2 (G7-12) Mac)	TX 5 595 407
Destination Math: Mastering Algebra 1 Course I	TXu 1 081 839
Destination Math: Mastering Algebra 1 Course II	TXu 946 209
Destination Math: Mastering Algebra I: Course I	TX 5 746 444
Destination Math: Mastering Algebra I: Course II	TX 5 734 399
Destination Math: Mastering Algebra I: Course II	TXu 1 100 622
Destination Math: Mastering Skills and Concepts I	TXu 1 100 616
Destination Math: Mastering Skills and Concepts I & II	TXu 1 100 617
Destination Math: Mastering Skills and Concepts II	TX 5 701 156
Destination Math: Mastering Skills and Concepts II	TXu 1 081 838
Destination Math: Mastering Skills and Concepts III	TXu 1 100 625
Destination Math: Mastering Skills and Concepts III	TXu 946 210
Destination Math: Mastering Skills and Concepts III (interm math)	TX 5 734 386
Destination Math: Mastering Skills and Concepts III (vector content)	TX 5 746 445
Destination Math: Mastering Skills and Concepts IV	TXu 1 081 837
Destination Math: Mastering Skills and Concepts IV (basic math)	TX 5 734 395
Destination Math: Mastering Skills and Concepts IV (vector content)	TX 5 734 396
Destination Math: Mastering Skills and Concepts V	TX 5 747 421
Destination Math: Mastering Skills and Concepts V	TXu 1 100 613
Destination Math: Mastering Skills and Concepts V	TXu 1 100 614
Destination: Math Mastering Skills and Concepts V (pre-algebra)	TX 5 734 391
DinoPark Tycoon	TX 3 834 532
DinoPark Tycoon	TX 4 018 853
Directory USA '99	TX 4 908 338
Doctor's Book of Home Remedies	TX 3 924 676
Doctor's Book of Home Remedies	TX 3 924 677
DOS Manager	TX 3 093 307
Dr. Livingstone, I Presume?	TX 3 923 415
Dr. Seuss Kindergarten	TX 5 201 040
Dr. Seuss Preschool	TX 5 306 684
Dr. Seuss Reading Games	TX 5 201 034

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Title	Registration No.
Dueling Digits	TX 627 258
Easy	TX 1 861 918
Easy Working File Recovery	TX 3 093 303
Easy Working Personal Cash Manager	TX 3 093 304
Edmark Reading Program Level 1	TXu 1 110 636
Edmark Reading Program Level 2	TXu 1 110 637
Eerieville Library	TX 627 155
Electrifying Adventures	TX 627 293
Electromap World Atlas/World Atlas Driver	TX 2 683 679
Electromap, Inc. World Atlas	TX 3 812 953
Establishing Instruction Computing: The First Steps	TX 1 121 348
Estate Planner	TX 4 908 330
Estate Planner	TX 4 908 334
Estimation Activities	TX 3 879 024
Estimation Strategies	TX 3 879 023
Explorers of the New World	PA 792 449
Exploring Sequences and Series	TX 627 254
Face Maker	PA 195 218
Family Lawyer 2002	TX 5 586 231
Family Lawyer 99	TX 4 908 332
Family Lawyer 99 Deluxe	PA 881 876
Family Lawyer 99 Deluxe	TX 4 908 331
Family Lawyer deluxe 2002	TX 5 586 243
Fascinating Facts: Gateway to Compton's Encyclopedia	TX 3 372 520
Fish School	TX 627 058
Flip Flop	TX 4 030 752
Fool Proof	TX 5 746 440
FormSort	TX 1 530 293
Fossil Hunter	TX 3 955 887
Fraction Munchers	TX 3 464 320
Freedom!	TX 3 873 096
French Tense Tutor	TX 3 141 927
Frieze Graphics	TX 1 595 674
Genealogical Research System	TX 4 140 365
Geometric Golfer	TX 3 464 312
Gertrude's Puzzles	TX 1 659 232
Gertrude's Puzzles	TX 1 766 259

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Title	Registration No.
Gertrude's Puzzles	TX 2 184 852
Gertrude's Puzzles Teacher Manual	TX 2 510 260
Gertrude's Puzzles Teacher Materials	TX 2 507 260
Gertrude's Puzzles User's Manual	TX 2 117 663
Gertrude's Secrets	TX 1 659 233
Gertrude's Secrets	TX 2 286 681
Gertrude's Secrets	TX 2 564 878
Gertrude's Secrets - C64	TX 2 546 878
Gertrude's Secrets Teacher Materials	TX 2 510 998
Gertrude's Secrets User's Manual	TX 2 132 522
Getting It All Together	TX 3 229 713
Gold Edition Calendar Creator Plus	TX 4 208 311
Grade Builder: Algebra I	PA 842 143
Grammar Gazette	TX 3 873 092
Grammar Gobble	TX 3 873 099
Grammar Madness	TX 627 059
Grammar Monsters	TX 3 879 022
Hablemos Ingles	PA 875 069
Hey, Diddle Diddle	PA 240 674
History Makers	TX 3 879 084
Holy Bible - The King James Version	TX 3 658 529
HP Scanning Gallery Plus	TX 3 058 736
In Search of the Most Amazing Thing	PA 240 690
Infonation Rating the USA to Z	TX 3 812 949
Infonation Rating the USA to Z	TXU 593 589
InfoPedia	PA 792 440
InfoPedia	PA 792 441
Infostar & Tutors	TX 1 585 691
Interactive Math Journey	TX 5 746 429
Interactive Math Journey	PA 820 093
Interest Vision	TX 4 908 337
Interest Vision Professional	TX 3 944 821
It's Legal	TX 3 835 022
It's Legal	TX 3 857 927
It's Legal	TX 3 866 869
It's Legal	TX 3 866 870
It's Legal	TX 3 866 871

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Title	Registration No.
It's Legal	TX 3 866 872
It's Legal - Canada	TX 3 938 037
It's Legal - Canada	TX 3 938 187
James Discovers Math	PA 807 270
Juggles Rainbow	TX 2 084 603
Juggles' Rainbow	TX 1 659 235
Juggles Rainbow Manual	TX 2 086 311
Just Grandma and Me (Computer Program)	TX 3 805 803
K2 Reading Collection (Reader Rabbit's Interactive Reading Journey 1&2, Word Munchers Dlx, Read Write & Type!)	TX 5 785 506
Key Calendar Designer	TX 4 208 316
Kid Pix 2 (Computer Program)	TX 3 805 759
Kid Pix 2 (Computer Program)	TX 3 805 817
Kid Pix Companion	TX 3 805 770
Kid Pix Deluxe	PA 1 100 342
Kid Pix Studio	PA 768 260
Kid Pix Studio (Computer Program)	TX 3 878 301
Kids on Keys	PA 240 689
Kindercomp	PA 240 688
Language Arts	TX 1 110 624
Leap Ahead! 1st Grade Ages 5-7	PA 881 717
Leap Ahead! 2nd Grade Ages 6-8	PA 881 719
Leap Ahead! 3rd Grade Ages 7-9	PA 881 715
Leap Ahead! Math Ages 6-9	PA 881 718
Leap Ahead! Phonics Ages 4-7	PA 941 825
Leap Ahead! Preschool Ages 2-5	PA 881 716
Leap Ahead! Reading Ages 6-11	PA 951 793
Learn To Speak English	TX 5 734 387
Learn To Speak English	PA 875 070
Learn To Speak French	TX 5 734 392
Learn To Speak French	PA 875 068
Learn To Speak German	TX 5 564 269
Learn To Speak German	PA 826 700
Learn To Speak Spanish	TX 5 734 393
Learn To Speak Spanish	PA 875 067
Leonardo the Inventor	PA 785 675
Lewis & Clark Stayed Home	TX 3 879 107

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**SCHEDULE 2.01(iv)
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Title	Registration No.
Little Bear Preschool Thinking Adventures	TX 5 201 009
Little Bear Rainy Day Activities	TX 5 306 680
Little Bear Toddler Discovery Adventures	TX 5 201 039
Little Monster At School (Computer Program)	TX 3 805 800
Little Monster At School (Computer Program)	TXu 587 931
Littletown Zoo	TX 627 259
Living Cell, The	TX 3 873 098
Logal Biology Gateways - Exploring Populations	TX 5 734 405
Logal Chemistry Explorer - Chemical Kinetics	TX 5 734 394
Logal Chemistry Explorer - Chemistry Tools	TX 5 734 408
Logal Chemistry Gateways - Exploring the Gas Laws	TX 5 734 402
Logal Explorer - Photosynthesis v.3.04	TXu 1 100 627
Logal Express Web Version Math	TXu 1 100 633
Logal Gateways Chemistry Toolbox	TX 5 747 410
Logal High School Science Gateways - Internet v1.0	TXu 1 100 615
Logal Middle School Science Gateways - Internet	TXu 1 100 624
Logal Physics Explorer (single user)	TX 5 734 404
Logal Physics Explorer Geometric Optics	TX 5 734 403
Logal Science Biology Explorer (single user)	TX 5 734 407
Logal Science Biology Gateways (single user)	TX 5 734 406
Logal Science Chemistry Explorer (single user)	TX 5 747 422
Logal Science Chemistry Gateways (series network)	TX 5 734 409
Logal Science Explorer - Internet v3.04	TXu 1 100 623
Logal Science Gateways Physical Science (single user)	TX 5 734 397
Logal Science Gateways: Life science & the human body (single user)	TX 5 747 411
Logic Quest	PA 868 900
Logical Journey of the Zoombinis	PA 827 082
MacStat	TX 4 030 749
Magic Spells	TX 1 659 250
Magic Spells	TX 2 418 553
Magic Spells	TX 2 564 919
Magic Spells	TX 979 644
Magic Spells Manual	TX 2 406 101
Magic Spells Teacher Materials	TX 2 540 048
Mail Merge	TX 620 767
Mail Merge Manual*	TX 538 895
Mail Merge Reference Manual	TX 1 318 690

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**SCHEDULE 2.01(iv)
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Title	Registration No.
Math Munchers Deluxe	TX 5 732 799
Math Workshop	TX 4 467 274
Math Workshop (Computer Program)	TX 3 896 910
MathKeys, Unlocking Probability I, grades K-2, school edition	TX 4 627 017
MathKeys, Unlocking Probability II, grades 3-6, school edition	TX 4 627 018
Mavis Beacon Teaches Typing Version 2.0-MPC Version	TX 3 638 927
Mavis Beacon Teaches Typing Version 3	PA 772 669
Mavis Beacon Teaches Typing Version 4	PA 829 476
Mavis Beacon Teaches Typing Version 5	PA 829 159
Mavis Beacon Teaches Typing Version 8	PA 842 114
Mavis Beacon Teaches Typing Version 9	PA 910 387
Mavis Beacon Teaches Typing Version 11 Deluxe	PA 1 030 996
Mavis Beacon Teaches Typing Version 12 Deluxe	TX 5 746 454
Mavis Beacon Teaches Typing Version 12 Standard	TX 5 746 453
Mavis Beacon Teaches Typing! For kids	PA 772 668
MECC Site License Utility	TX 4 067 330
Medical Drug Reference	TX 3 924 657
Medical Drug Reference	TX 3 924 658
Medical Drug Reference	TX 4 292 083
Medical Drug Reference	TX 4 292 620
Medical Drug Reference	TX 4 375 602
Medical Drug Reference Deluxe	TX 4 155 897
Mexico City, Carmen Sandiego & Travel Memorabilia	VA 459 158
Midnight Rescue (User's Guide)	TX 2 916 257
Midnight Rescue (User's Guide)	TX 2 974 185
Midnight Rescue!	TX 2 933 116
Midnight Rescue!	TX 3 038 709
Mighty Math Calculating Crew	PA 885 180
Mighty Math Carnival Countdown	PA 817 449
Mighty Math Cosmic Geometry	PA 885 171
Mighty Math Number Heroes	PA 890 379
Mighty Math Zoo Zillions	PA 885 186
Mille and Bailey Preschool	PA 869 640
Millie and Bailey Kindergarten	PA 869 637
Millie's Math House	PA 682 737
Millie's Math House	PA 729 687
Millie's Math House	PA 768 398

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Title	Registration No.
Million Image Club	TXu 1 053 387
Moptown	TX 979 643
Moptown Hotel Teachers Manual	TX 2 448 084
Moptown Hotel*	TX 1 659 230
Moptown Parade	TX 1 659 249
Moptown Parade Teacher Material	TX 2 835 160
Mosby's Medical Encyclopedia	PA 868 902
Moving Museum	TX 627 291
MultiPedia for Windows	PA 792 368
Muppet Calendar Creator	TX 4 131 314
My Own Paint Set	VA 855 469
Name Tag Kit	TX 2 653 288
Number Jumpers	TX 3 873 091
Number Munchers	TX 3 341 247
Number Munchers	TX 3 345 852
Number Munchers	TX 3 355 238
Nutrition Nabber	TX 627 008
Odell Down Under	TX 3 848 123
Odell Down Under	TX 4 050 761
OEM System ID Technology	TX 4 089 429
Official Where in the World is Carmen Sandiego? Clue Book, The	TX 4 489 076
Operation Neptune	PA 807 942
OutNumbered!	TX 2 974 184
OutNumbered!	TX 3 209 264
OutNumbered!	TX 3 217 005
Paint School I	PA 559 731
Paint School II	PA 559 730
Paint, Write & Play!	VA 842 282
Parlons Anglais	PA 826 703
PC Copy Center	TX 4 908 356
PC Copy Center	TX 5 586 224
PC Paintbrush	TX 1 781 395
PC Paintbrush	TX 3 058 735
PC Paintbrush	TX 3 059 808
PC Paintbrush	TX 3 061 091
PC Paintbrush	TX 3 061 092
PC Paintbrush	TX 735 323

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**SCHEDULE 2.01(iv)
TO
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Title	Registration No.
PC Paintbrush	TXu 196 594
PC Paintbrush	TXu 199 196
PC Paintbrush	TXu 210 570
PC Paintbrush IV	TX 3 192 779
PC Paintbrush IV Plus	TX 3 061 088
PC Paintbrush Plus	TX 3 061 087
PC Paintbrush Plus	TX 3 061 090
PC Paintbrush Plus	TXu 465 951
Pet Shop	TX 3 887 638
PhotoFinish	TX 3 476 001
PhotoFinish	TX 3 557 785
Picture a Story	TX 3 873 090
Plain Language Law Dictionary	TX 3 896 499
Plain Language Law Dictionary	TX 3 993 805
Plain-Language Law Dictionary, The	TX 4 945 922
Plain-Language Law Dictionary, The	TX 4 948 469
Plain-Language Law Dictionary, The	TX 4 962 785
Plain-Language Law Dictionary, The	TX 4 971 482
Pokémon Gotta Make 'em All! Project Studio Blue Version	TX 5 306 683
Pokémon Gotta Make 'em All! Project Studio Red Version	TX 5 201 036
PowerAlbum	PA 792 443
PowerAlbum Multimedia	TX 4 200 642
Practice Makes Perfect Spanish	PA 826 697
Presidential Inquiry	TX 3 436 398
Printmaster Gold	TX 5 586 256
PrintMaster Gold	TX 5 601 122
PrintMaster Gold 10	TX 5 328 989
Printmaster Gold 3.0 Deluxe	PA 842 115
Printmaster Gold Bonus	PA 871 425
Printmaster Gold Bonus Pack	PA 864 835
Printmaster Gold Classic 4.0	PA 871 429
Printmaster Gold Deluxe 3.0	PA 871 442
Printmaster Gold Publishing Suite 4.0	PA 873 454
Printmaster Homework Helpers	TX 5 595 384
PrintMaster Party & Crafts Creator	TX 5 586 226
PrintMaster Platinum 11	TX 5 586 213
PrintMaster Platinum 12	TX 5 541 652

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**SCHEDULE 2.01(iv)
TO
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Title	Registration No.
Printmaster Platinum 4.0	PA 871 443
Printmaster Publishing Suite 2.1	PA 822 405
PrintMaster Silver	TX 5 576 230
PrintMaster: Silver 12	TX 5 601 110
Problem Solving with Nim	TX 3 873 102
Publisher's Paintbrush	TX 3 059 807
Publisher's Paintbrush	TX 3 061 089
Publisher's Paintbrush	TX 3 434 884
Publisher's Paintbrush	TX 3 508 627
Publisher's Paintbrush	TXu 465 952
Quicken Business Law Partner	TX 4 322 208
Quicken Business Law Partner	TX 4 322 347
Quicken Business Law Partner	TX 4 414 327
Quicken Complete Legal Collection	TX 4 222 156
Quicken Complete Legal Collection	TX 4 279 643
Quicken Complete Legal Collection	TX 4 411 200
Quicken Complete Legal Collection	TX 4 411 203
Quicken Complete Legal Collection	TX 4 411 204
Quicken Family Lawyer	TX 4 286 844
Quicken Family Lawyer	TX 4 298 222
Quicken Family Lawyer	TX 4 404 275
Quicken Family Lawyer	TX 4 404 276
Quicken Family Lawyer	TX 4 404 277
Quicken Family Lawyer	TX 4 549 742
Quicken Family Lawyer	TX 4 614 075
Quicken Family Lawyer 99	PA 932 378
Reader Rabbit 1	TX 4 571 440
Reader Rabbit 1 Deluxe!	PA 826 721
Reader Rabbit 1st Grade	TXu 1 100 629
Reader Rabbit 1st Grade - Capers on Cloud Nine	TX 5 747 416
Reader Rabbit 1st Grade Classic	TX 5 747 414
Reader Rabbit 1st Grade Workbook (unpublished)	TX 1 097 817
Reader Rabbit 1st Grade-Capers on Cloud Nine! & RR 2nd Grade-Mischeeseious Dreamship Adventures!	TX 5 785 509
Reader Rabbit 2 Deluxe!	PA 820 092
Reader Rabbit 2nd Grade	TXu 1 100 630
Reader Rabbit 2nd Grade 2002 & Reader Rabbit Dreamship Tales	TX 5 732 777

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**SCHEDULE 2.01(iv)
TO
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Title	Registration No.
Reader Rabbit 2nd Grade Classic	TX 5 747 418
Reader Rabbit 2nd Grade Mis-cheese-ious Dreamship Adventures	TX 5 747 417
Reader Rabbit 3	TX 5 746 425
Reader Rabbit 3 Deluxe!	PA 820 087
Reader Rabbit I can read	TXu 1 100 632
Reader Rabbit I can read with phonics	TX 5 747 420
Reader Rabbit I can read with phonics	TXu 1 100 631
Reader Rabbit I can read with phonics!	TX 5 734 398
Reader Rabbit Kindergarten 1.1 & Reader Rabbit Dreamship Tales 1.0	TX 5 732 773
Reader Rabbit Kindergarten 2002	TXu 1 100 626
Reader Rabbit Kindergarten Workbook (unpublished)	TX 1 097 818
Reader Rabbit Learn to Read with Phonics	TX 5 734 383
Reader Rabbit Learn to Read with Phonics	TX 5 746 426
Reader Rabbit Math 4-6 v1.2 & Treasure Mathstorm! v1.0	TX 5 732 775
Reader Rabbit Playtime For Baby	PA 965 505
Reader Rabbit Playtime for Baby & Toddler	TX 5 734 385
Reader Rabbit Preschool	TXu 1 100 628
Reader Rabbit Preschool Sparkle Star Rescue!	TX 5 746 427
Reader Rabbit Preschool Sparkle Star Rescue! & RR Kindergarten-Bounce Down in Balloon Town!	TX 5 785 505
Reader Rabbit Preschool Workbook (unpublished)	TX 1 097 816
Reader Rabbit Presents Math Journey for Grades 1-3	PA 886 456
Reader Rabbit Reading 1	TX 5 747 415
Reader Rabbit Reading 2	TX 5 747 419
Reader Rabbit Thinking Adventures 4-6 & RR Thinking Adventures: Personalized Learning Counter	TX 5 734 384
Reader Rabbit's Interactive Reading Journey	PA 826 704
Reader Rabbit's Interactive Reading Journey 2	PA 826 708
Reader Rabbit's Interactive Reading Journey for grades 1-2	PA 886 458
Reader Rabbit's Interactive Reading Journey for grades K-1	PA 886 457
Reader Rabbit's Kindergarten	PA 868 904
Reader Rabbit's Math	PA 923 343
Reader Rabbit's Math 1	PA 886 455
Reader Rabbit's Math, ages 4-6	PA 923 365
Reader Rabbit's Preschool	PA 910 365
Reader Rabbit's Reading 2: ages 4-6	PA 923 366
Reader Rabbit's Toddler	TX 4 571 439
Reader Rabbit's 1st Grade	PA 886 146

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**TRADEMARK
REEL: 002942 FRAME: 0295**

**SCHEDULE 2.01(iv)
TO
SECURITY AGREEMENT**

Title	Registration No.
Reader Rabbit's 2nd Grade	PA 905 182
Reader Rabbit's Complete Learn To Read System	PA 881 723
Reader Rabbit's Reading Ages 6-9	PA 923 353
Readers of the Lost Alphabet	PA 286 821
ReportStar	TX 1 585 693
ReportStar User Reference Manual	TX 1 318 692
Rescue in the Outback	TX 3 887 637
Resume Kit	TX 3 093 306
Rhymes & Riddles	PA 164 289
Rhymes & Riddles	PA 240 740
Road Adventures USA: ages 10 & up	PA 1 030 995
Rocket Factory	TX 3 925 077
Rocky's Boots	TX 1 659 231
Rocky's Boots	TX 2 219 566
Rocky's Boots	TX 286 680
Rocky's Boots User's Manual	TX 2 132 521
Sammy's Science House	PA 697 612
Sammy's Science House	PA 764 640
School House Rock! Math Rock	TX 5 747 423
School House Rock! Grammer Rock	TX 5 746 428
School House Rock! Science Rock	TX 5 746 443
Science Giants	TX 3 955 890
Science In Your Ear, school edition	TX 4 582 742
Scooby Doo – Phantom of the Knight	PA 1 010 446
Scooby Doo – Showdown in Ghost Town	PA 1 013 720
Scooby Doo Jinx at the Sphinx	TX 5 734 388
Score Builder for the ACT	TX 4 571 441
Score Builder for the SAT/PSAT	TX 4 334 812
Score Builder for the SAT/PSAT	TX 4 334 814
Screen Shot Deluxe	TX 4 908 335
Screen Shot Deluxe 4.0	TX 5 586 222
Search For the Stolen Sentence, The	PA 286 823
Secret Island of Dr. Quandary	TX 3 509 339
Secret Island of Dr. Quandary, The	TX 3 355 241
Skills Bank 4	TX 4 643 596
SkillsBank 4: Success starts with basics	PA 923 338
Small Business Expert	TX 4 908 329

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**SCHEDULE 2.01(iv)
TO
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Title	Registration No.
Snap Dragon	TX 3 383 806
Snap Dragon	TX 4 050 760
Snap Dragon	TX 627 060
Snooper Troops & The Case of the Disappearing Dolphin	PA 195 220
Snooper Troops & The Case of the Granite Point Ghost	PA 195 228
Software Toolworks International Business & Economic Atlas	TX 3 812 952
Software Toolworks U.S. Atlas	TX 3 812 948
Software Toolworks U.S. Atlas	TX 3 812 950
Software Toolworks World Atlas	TX 3 812 951
Software Toolworks World Atlas	TX 3 812 954
Spanish Verb Tutor	TX 3 141 924
Spanish Word Torture	TX 3 141 925
Spellevator Plus, school edition	TX 4 582 743
Spelling Toolkit Plus CD	TX 4 582 741
SpellStar	TX 966 988
SpellStar Manual	TX 930 500
SpellStar Reference Manual	TX 1 318 691
Sports Illustrated Swimsuit Calendar	TX 4 131 549
Sports Illustrated Swimsuit Calendar & Screen Saver	PA 707 029
Sportsworks: The Inside Guide	TX 3 665 440
Stanley's Sticker Stories	PA 833 584
StarBurst Builder's Book	TX 1 322 403
StarBurst Workbook	TX 1 325 379
Starflyers: Alien Space Chase	TX 5 746 451
Starflyers: Royal Jewel Rescue	TX 5 746 423
StarIndex Reference Manual	TX 1 318 693
Stellaluna (Living Books)	TX 5 746 432
Story Machine - Magic Tales	PA 559 735
Story Machine, The	PA 209 951
Story Machine: Episode ti., Star Dreams	PA 559 726
Storybook Weaver Deluxe	PA 892 379
Storybook Weaver Deluxe: Writing, ages 6-12	PA 726 228
Strategy Challenges Collection 1	PA 890 380
Strategy Challenges Collection 2	PA 885 179
Student Writing and Research Center	TX 4 467 276
Student Writing Center	TX 4 334 811
Student Writing Center	TX 4 334 815

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**TRADEMARK
REEL: 002942 FRAME: 0297**

**SCHEDULE 2.01(iv)
TO
SECURITY AGREEMENT**

Title	Registration No.
Student Writing Center	TX 5 785 508
Success Builder Math Library	PA 892 373
Sum Stories	TX 3 955 889
Sun and Seasons	TX 3 848 128
Super Munchers	TX 3 341 244
Super Munchers	TX 3 355 239
Super Solvers Gizmos & Gadgets!	PA 818 169
Super Solvers Midnight Rescue!	PA 820 126
Super Solvers Mission: T.H.I.N.K.	PA 864 833
Super Solvers Reading Ages 9-12	PA 923 362
Super Solvers Spellbound!	PA 818 170
Super Solvers Spellbound!	PA 820 118
Supersolvers Outnumbered	PA 826 701
SuperSort	TX 1 281 568
SuperSort	TX 517 039
SuperSort Operator's Handbook & Programmer's Guide	TX 534 379
SuperSort Operator's Handbook & Programmer's Guide 9/30/81	TX 1 356 216
Supplemental Printer Information (WordStar)	TX 2 594 276
Tangible Math	TX 4 747 412
TesselMania	TX 4 039 419
TesselMania	TX 4 039 420
TesselMania: no. MC-237	TX 4 030 750
The Cat in the Hat by Dr. Seuss	TX 5 746 431
The Oregon Trail 3rd Edition: Pioneer Adventures	PA 876 393
The Oregon Trail 4th Edition	PA 953 931
The Oregon Trail 5th Edition	TX 5 734 401
The Oregon Trail II	PA 726 231
The Princeton Review: Algebra Edge grade builder algebra 1	TX 5 776 502
The Princeton Review: Inside the SAT/ACT 2003 Deluxe	TX 5 746 439
The Print Shop	TX 5 601 125
The Print Shop	TX 5 601 137
The Print Shop (for Mac)	TX 5 601 111
The Print Shop Apple IIGS Version (computer program)	TX 2 224 496
The Print Shop Brochures, Newsletters & More	TX 5 601 123
The Print Shop Business Card Creator	TX 5 595 383
The Print Shop CD Label Creator	TX 5 601 141
The Print Shop Deluxe	TX 5 601 118

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**SCHEDULE 2.01(iv)
TO
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Title	Registration No.
The Print Shop Deluxe	TX 5 601 120
The Print Shop Deluxe MS Dos version (computer program)	TXu 534 710
The Print Shop Deluxe (computer program)	TX 3 805 757
The Print Shop Deluxe (computer program)	TX 3 846 105
The Print Shop Deluxe CD Ensemble Version 2 for Windows	PA 720 164
The Print Shop Deluxe Companion Dos 1.0 (computer program)	TX 3 805 756
The Print Shop Deluxe Ensemble II (for Windows)	PA 767 550
The Print Shop Deluxe for Broadband	TX 5 601 109
The Print Shop Ensemble III (for Windows 95)	PA 835 902
The Print Shop Essentials	TX 5 601 140
The Print Shop Letterhead, Envelopes & More	TX 5 601 108
The Print Shop Photo Pro	TX 5 586 257
The Print Shop Photo Workshop	TX 5 601 121
The Print Shop PressWriter (for Windows 95)	PA 903 419
The Print Shop Pro Publisher	TX 5 595 385
The Print Shop Pro Publisher 2000	TX 5 586 228
The Print Shop Pro Publisher Deluxe	TX 5 601 142
The Print Shop Pro Publisher Deluxe 12	TX 5 551 048
The Print Shop Pro Publishers	TX 5 601 117
The Print Shop version 10, Windows 95/98-Windows NT CD-ROM	TX 5 143 781
The Print Shop Version 11	TX 5 190 548
The Print Shop version 6, Windows 95 CD-ROM	TX 5 143 780
The Writing Trek, Grades 2-3	TX 5 746 424
The Writing Trek, Grades 4-6	TX 5 746 447
The Writing Trek, Grades 6-8	TX 5 746 455
The Writing Trek, Grades 8-10	TX 5 746 449
Think Quick Parents & Teachers Guide	TX 2 507 372
Think Quick User's Manual	TX 2 569 905
Thinkin' Things	PA 729 688
Thinkin' Things - PC Version	PA 709 379
Thinkin' Things 2	PA 795 733
Thinkin' Things Collection 2	PA 745 677
Thinkin' Things I	PA 773 736
Thinkin' Things III	PA 768 391
Thinkin' Things" All Around Frippletown	PA 951 812
Thinkin' Things" Sky Island Mysteries	PA 892 349
Thinkin' Things: Galactic Brain Benders	PA 962 769

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**TRADEMARK
REEL: 002942 FRAME: 0299**

**SCHEDULE 2.01(iv)
TO
SECURITY AGREEMENT**

Title	Registration No.
Thinkin' Things: Toony the Loon's Lagoon	PA 962 768
Time 1993 Almanac	PA 726 125
Time 1993 Compact Almanac	PA 659 966
Time 1993 Compact Almanac	PA 726 124
Time Almanac of the 20th Century	PA 629 431
Time Almanac 1992	PA 664 906
Time Almanac: 1990s	PA 764 636
Time Man of the Year	PA 629 398
Time Navigator Around the World	TX 3 887 639
Touch Money - Apple II Version	PA 772 452
Travel Talk French	PA 842 122
Travel the World with Timmy!	PA 923 328
Treasure Cove	PA 868 898
Treasure Galaxy!	PA 820 117
Treasure MathStorm	PA 868 901
Treasure Mountain	PA 868 895
Treasures for Sale	TX 3 848 129
Trivia Munchers Deluxe	PA 886 453
Troggle Trouble Math	PA 764 629
Troggle Trouble Math	TX 4 039 417
Troggle Trouble Math	TX 4 039 418
Trudy's Time and Place House	PA 773 733
T-Shirt Design Shop	PA 931 693
Ultimate Writing and Creativity Center	TX 5 732 790
Ultra Fax	TX 3 524 430
Ultra Fax LE	TX 3 477 362
USA Geograph	TX 3 541 527
USA GeoGraph II Spanish	TX 4 030 751
USA GeoGraph II, Multimedia Edition	TX 4 018 852
Vacation Nation Travel	TX 627 256
Wagon Train 1848	TX 3 282 528
Weight Watchers Light and Tasty Deluxe	PA 885 164
Where in America's Past is Carmen Sandiego? (Computer Program)	TX 3 805 765
Where in Europe is Carmen Sandiego?	TX 3 129 665
Where in Europe is Carmen Sandiego? (Computer Program)	TX 3 805 771
Where in Space is Carmen Sandiego?	TX 3 989 174
Where in Space is Carmen Sandiego? (Computer Program)	TX 3 838 990

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**SCHEDULE 2.01(iv)
TO
SECURITY AGREEMENT**

Title	Registration No.
Where in Space is Carmen Sandiego? Deluxe (Computer Program)	TX 3 556 725
Where in the US is Carmen Sandiego?	TX 5 746 448
Where in the USA is Carmen Sandiego?	TX 3 129 668
Where in the USA is Carmen Sandiego?	TX 3 902 416
Where in the USA is Carmen Sandiego? (Computer Program)	TX 3 805 761
Where in the USA is Carmen Sandiego? (Computer Program)	TX 3 893 232
Where in the USA is Carmen Sandiego? Deluxe (Computer Program)	TX 3 653 417
Where in the USA is Carmen Sandiego? Deluxe Edition (Computer Program)	TX 3 653 418
Where in the World is Carmen Sandiego (Computer Program)	TXu 653 114
Where in the World is Carmen Sandiego?	PA 792 409
Where in the World is Carmen Sandiego?	TX 3 129 667
Where in the World is Carmen Sandiego?	TX 5 747 413
Where in the World is Carmen Sandiego? (Computer Program)	TX 2 858 260
Where in the World is Carmen Sandiego? (Computer Program)	TX 3 953 686
Where in the World is Carmen Sandiego? 7 Electronic Random Light Adventures	VA 679 186
Where in the World is Carmen Sandiego? Collector Cards	VA 580 364
Where in the World is Carmen Sandiego? Deluxe	TX 3 873 880
Where in the World is Carmen Sandiego? Deluxe	TX 4 131 530
Where in the World is Carmen Sandiego? Junior Detective Edition	PA 768 270
Where in Time is Carmen Sandiego?	TX 3 036 978
Where in Time is Carmen Sandiego?	TX 3 129 666
Where in Time is Carmen Sandiego? (Computer Game Program)	TX 3 367 205
Where in Time is Carmen Sandiego? Collector Cards	VA 580 363
Where in Time is Carmen Sandiego? Part II #22206	TX 3 515 793
Williams-Sonoma Guide to Good Cooking	PA 848 346
WindyCity	TX 627 009
Wonderland Puzzles	TX 627 154
Woolly Bounce	TX 3 879 085
Woolly's Garden	TX 627 255
Word Builder	TX 3 958 633
Word Munchers	TX 3 355 240
Word Munchers Deluxe	TX 5 785 510
Word Munchers: grades 1-5	TX 3 341 245
Word Publisher	TX 3 093 308
WordMaster	TX 517 040
WordMaster Operator's Guide	TX 1 536 841

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**TRADEMARK
REEL: 002942 FRAME: 0301**

**SCHEDULE 2.01(iv)
TO
SECURITY AGREEMENT**

Title	Registration No.
WordMaster Reference Manual: The Videotext Editor	TX 1 409 700
Word-Master: The Video Text Editor (Manual)	TX 534 378
WordStar	TX 2 974 996
WordStar	TX 622 767
WordStar	TXu 593 191
WordStar : Installing, Customizing, Printer & Monitor Information Booklet	TX 2 704 398
WordStar 2000	TX 2 997 375
WordStar 2000 - Citerite, Legal Edition Booklet	TX 2 594 277
WordStar 2000 - Comparerite Legal Edition	TX 2 594 278
WordStar 2000 - Fill-A-Form Legal Edition Booklet	TX 2 481 925
WordStar 2000 - Lawyer's Toolbox, Legal Edition	TX 2 594 282
WordStar 2000 & Wordstar 2000 Plus (Patch C Source)	TX 1 885 160
WordStar 2000 (IVAN) Source Files/Main Program	TX 1 541 333
WordStar 2000 Plus - Applications	TX 2 594 280
WordStar 2000 Plus: Starting and Learning Manual	TX 2 594 279
WordStar 2000 Plus: Supplemental Printer Information	TX 2 594 276
WordStar 2000 Plus: What's New Booklet	TX 2 594 281
WordStar 2000 Plus: Reference Manual	TX 2 578 421
WordStar 2000: Making WordStar 2000 Work for You	TX 3 233 890
WordStar 2000: Reference Guide	TX 3 010 184
WordStar 2000: Starting and Learning	TX 3 233 891
WordStar 2000: Supplemental Printer Information	TX 3 090 448
WordStar Booklet: What's New	TX 2 507 489
WordStar Companion Programs Manual	TX 3 161 040
WordStar Dialog Handling	TXu 620 152
WordStar General Information Manual WS-3630-1, Second Issue 8/1/82	TX 1 318 330
WordStar Installation Manual	TX 1 318 695
WordStar Installation Manual WS 3630	TX 1 331 387
WordStar Installing & Customizing Manual	TX 3 722 491
WordStar Installing and Customizing Plus Printer and Monitor Information Booklet	TX 2 954 413
WordStar Legal Software	TX 2 479 236
WordStar Link and Load Procedure	TXu 2 328 433
WordStar Personal Software	TX 2 498 049
WordStar Pocket WordStar Booklet	TX 3 153 658
WordStar Printer Information Manual	TX 2 576 934
WordStar Professional	TX 2 328 433

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**SCHEDULE 2.01(iv)
TO
SECURITY AGREEMENT**

Title	Registration No.
WordStar Professional	TX 2 700 018
WordStar Quick Reference	TX 3 739 527
WordStar Reference	TX 3 759 951
WordStar Reference Manual	TX 1 338 572
WordStar Reference Manual	TX 3 016 724
WordStar Reference Manual: WS 3550-1, Second Issue 8/1/82	TX 1 409 699
WordStar Revision Load/Link Procedure	TXu 107 302
WordStar Training & Applications Manual	TX 3 112 036
WordStar Training Guide, 2nd Edition, Revised 2/83	TX 1 318 696
WordStar Training Guide: WS-3310-1, First Issue 5/15/81	TX 1 317 867
WordStar User Manual	TX 2 704 943
WordStar User's Guide	TX 426 588
WordStar Using WordStar Manual	TX 3 722 489
WordStar with Style Manual	TX 3 054 052
World Geograph	TX 627 156
Writing Center	TX 4 334 813
Writing Center Manual	TX 3 190 047
Yukon Trail	TX 4 018 855
Yukon Trail	TX 4 039 421
Zoombinis Logical Journey	TX 5 746 452
Zoombinis Mountain Rescue	TX 5 746 434
Zoombinis Mountain Rescue EEV	TX 5 746 430

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**SCHEDULE 3.07
TO
SECURITY AGREEMENT**

**SCHEDULE OF DEPOSIT ACCOUNTS
AND SECURITIES ACCOUNTS**

Deposit Accounts:

<u>Name of Obligor</u>	<u>Name of Financial Institution</u>	<u>Account Number</u>	<u>Purpose</u>
Riverdeep Inc., (now known as Limited Liability Company)	Fleet Bank	9429028955	Main Checking
Riverdeep Inc.	Fleet Bank	0027297568	Business Checking
Riverdeep Inc.	Fleet Bank	9418395952	Payroll
Riverdeep Inc.	Fleet Bank	9429160753	Disbursement
Riverdeep Inc.	Fleet Bank	9429160761	Payroll
Riverdeep Inc.	Fleet Bank	9429150168	Lockbox
Riverdeep Inc.	Fleet Bank	0036807860	Depository
Broderbund LLC	Fleet Bank	0080217612	Disbursement
Broderbund LLC	Bank of America	69678902	Business Checking
Broderbund LLC	Bank of America	69678910	Disbursement
Broderbund LLC	Bank of America	69605103	Business Checking
Broderbund LLC	Bank of America	69645000	Business Checking
Broderbund LLC	US Bank	636109909	Depository
Broderbund LLC	US Bank	196629760	Depository
Broderbund LLC	US Bank	755700812	Disbursement
Broderbund LLC	US Bank	755700598	Disbursement

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**SCHEDULE 3.07
TO
SECURITY AGREEMENT**

Broderbund LLC	US Bank	196629778	Funding
Broderbund LLC	Royal Bank of Canada	101-735-9	Payroll
Broderbund LLC	Royal Bank of Canada	101-735-9	Main Cash Account
Riverdeep Interactive Learning Limited	Bank of Ireland	44807020	Business Checking
Riverdeep Interactive Learning USA, Inc.	AIB International Banking Services	17551183	Business Checking

Securities Accounts:

<u>Name of Obligor</u>	<u>Name of Financial Institution</u>	<u>Account Number</u>	<u>Purpose</u>
None.			

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**SCHEDULE 4.01
TO
SECURITY AGREEMENT**

**I. SCHEDULE OF FILINGS MADE
TO PERFECT SECURITY INTEREST**

Name of Debtor	Filing Type	Finance Document	State	Filing Office
Legal Name of Debtor	UCC-1/UCC-2/UCC-3: General/ILO/Fixture Filing/Assignment/Name Change/Termination	Security/Pledge Agreement/Mortgage (If doing an ILO/Assignment/Name Change/Termination put Original File Date and Number here)		
Riverdeep Interactive Learning Limited	UCC-1	Security Agreement/ Pledge Agreement	MA	Secretary of State
	UCC-1	Security Agreement/ Pledge Agreement	CA	Secretary of State
	UCC-1	Security Agreement/ Pledge Agreement	TX	Secretary of State
	UCC-1	Security Agreement/ Pledge Agreement	IA	Secretary of State
	UCC-1	Security Agreement/ Pledge Agreement	IL	Secretary of State
	UCC-1	Security Agreement/ Pledge Agreement	DC	Recorder of Deeds
Riverdeep Interactive Learning USA, Inc.	UCC-1	Security Agreement/ Pledge Agreement	DE	Secretary of State
Riverdeep Inc., a Limited Liability Company	UCC-1	Security Agreement/ Pledge Agreement	DE	Secretary of State
	UCC-1	Security Agreement/ Pledge Agreement	SC	Secretary of State
	UCC-1	Security Agreement/ Pledge Agreement	WI	Secretary of State
	UCC-1	Security Agreement/ Pledge Agreement	CT	Secretary of State
	UCC-1	Security Agreement/ Pledge Agreement	CA	Secretary of State

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**SCHEDULE 4.01
TO
SECURITY AGREEMENT**

Name of Debtor	Filing Type	Finance Document	State	Filing Office
	UCC-1	Security Agreement/ Pledge Agreement	MD	Secretary of State
	UCC-1	Security Agreement/ Pledge Agreement	IN	Secretary of State
Broderbund LLC	UCC-1	Security Agreement/ Pledge Agreement	MN	Secretary of State
	UCC-1	Security Agreement/ Pledge Agreement	SC	Secretary of State
RVDP, Inc.	UCC-1	Security Agreement/ Pledge Agreement	DE	Secretary of State

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**EXHIBIT A
TO
SECURITY AGREEMENT**

**II. Form of Assignment of Security Interest
in United States Patents and Trademarks**

**III. ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, [OBLIGOR NAME], [OBLIGOR DESCRIPTION] (the "Assignor"), having its chief executive office at [OBLIGOR NOTICE ADDRESS], hereby grants and assigns to [], as Collateral Agent, (the "Assignee"), with offices at [], a security interest in all of the Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

each United States patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;

each Patent and Patent License, as those terms are defined in the Security Agreement, which is defined below;

each United States trademark and service mark, trademark and service mark registration, and trademark and service mark application, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark and service mark, trademark and service mark registration, and trademark and service mark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto; but excluding in all cases all intent-to-use United States trademark applications until an amendment to allege use or statement of use has been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, and has been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office; and

each Trademark and Trademark License, as those terms are defined in the Security Agreement, which is defined below.

THIS ASSIGNMENT of Security Interest is granted in conjunction with the security interests granted to the Assignee pursuant to the Security Agreement among the Assignor, the Assignee and certain other parties dated as of [•], 2004, as amended, modified or supplemented from time to time (the "Security Agreement"). The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the ____ day of _____, 20__.

[OBLIGOR NAME], as Assignor

By: _____
Name:
Title:

STATE OF _____
_____ OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ as _____ of [OBLIGOR NAME], [OBLIGOR DESCRIPTION], on behalf of [OBLIGOR NAME].

My commission expires:

Notarial Seal

Notary Public

[],
as Collateral Agent, as Assignee

By: _____
Name:
Title:

By: _____
Name:
Title:

PATENTS AND PATENT APPLICATIONS

Serial No. or
Patent No.

Date

Issue Title

Patent Holder

[NYCORP:2361712v13:4539b:03/31/04--07:03 p]

TRADEMARKS

Registration No.

Issue Date

Mark

TRADEMARK APPLICATIONS

Serial No.

Filing Date

Mark

**EXHIBIT B
TO
SECURITY AGREEMENT**

**Form of Assignment of Security Interest
in United States Copyrights**

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES COPYRIGHTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, [OBLIGOR NAME], [OBLIGOR DESCRIPTION] (the "Assignor"), having its chief executive office at [OBLIGOR NOTICE ADDRESS], hereby grants and assigns to [], as Collateral Agent, (the "Assignee"), with offices at [], a security interest in all of the Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

the United States copyrights and any renewals thereof, including each Copyright listed on Schedule A hereto; and

all Copyrights and Copyright Licenses, as those terms are defined in the Security Agreement, which is defined below.

THIS ASSIGNMENT of Security Interest is granted in conjunction with the security interests granted to the Assignee pursuant to the Security Agreement among the Assignor, the Assignee and certain other parties dated as of [•], 2004 as amended, modified or supplemented from time to time (the "Security Agreement"). The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the _____ day of _____, 20__.

[OBLIGOR NAME], as Assignor

By: _____
Name:
Title:

STATE OF _____
_____ OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ as _____ of [OBLIGOR NAME], [OBLIGOR DESCRIPTION], on behalf of [OBLIGOR NAME].

My commission expires:
Notarial Seal

Notary Public

[],
as Collateral Agent, as Assignee

By: _____
Name:
Title:

By: _____
Name:
Title:

COPYRIGHTS AND COPYRIGHT APPLICATIONS

<u>Title</u>	<u>Registration No.</u>	<u>Registration or Application Date</u>
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[[NYCORP:2361712v13:4539b:03/31/04-07:03 p]]

**EXHIBIT C
TO
SECURITY AGREEMENT**

Form of Depository Bank Account Control Agreement

[DATE]

[NAME OF BANK]
[ADDRESS OF BANK]

Re: Account No. [ACCOUNT NUMBER].

Ladies and Gentlemen:

We hereby notify you that, pursuant to the Security Agreement dated as of [•], 2004 (the "Security Agreement") among [Obligor Name] [(the "Account Holder")], and the other Obligors from time to time party thereto [(including [NAME OF APPLICABLE OBLIGOR], [APPLICABLE OBLIGOR DESCRIPTION] (the "Account Holder")], the Account Holder has granted to [], as Collateral Agent (together with its successor or successors in such capacity, the "Collateral Agent"), a security interest in all of the Account Holder's assets, including, without limitation, all of the Account Holder's right, title and interest in, to and under Account No. [ACCOUNT NUMBER] maintained by the Account Holder with you in the name of "[NAME OF ACCOUNT]" (the "Account").

Notwithstanding any other agreement between you and the Account Holder, you are hereby authorized and directed by the Account Holder to, and you hereby agree that, until the payment in full of all Finance Obligations and until there is no Commitment by any Secured Party (as each such term is defined or otherwise used in the Security Agreement) to make further advances, incur obligations or otherwise give value, you will comply with instructions originated by the Collateral Agent directing the disposition of funds from time to time in the Account or as to any other matters relating to the Account without further consent by the Account Holder. In addition, you hereby agree that, upon receipt by you at the above address of written notification from the Collateral Agent, except as otherwise provided in the penultimate paragraph of this letter, you will not permit the Account Holder to withdraw funds from the Account, the Collateral Agent will have sole and exclusive control over the Account, and, upon receipt of notice from the Collateral Agent from time to time, you shall transfer collected funds from the Account by wire transfer or by ACH method (or other means acceptable to the Collateral Agent) solely to the Collateral Agent's account, Account No. [CASH PROCEEDS ACCOUNT NUMBER], Attn: [Agency Services], at the Collateral Agent's office located at [], ABA No. [CASH PROCEEDS ACCOUNT ABA NUMBER] or otherwise to the order of the Collateral Agent.

The Account Holder agrees to indemnify you, your affiliates and the respective directors, officers, trustees, agents and employees of the foregoing (each an "Indemnitee") and hold each Indemnitee harmless from and against any and all liabilities, obligations, losses, damages, penalties, claims, demands, actions, suits, judgments, costs and expenses of any kind, including, without limitation, the reasonable fees and disbursements of counsel, which may be incurred by, imposed on or asserted against such Indemnitee in connection with any investigation or administrative or judicial proceeding (whether or not such Indemnitee shall be designated a party thereto) brought or threatened relating to or arising out of this letter or in any other way connected with the enforcement of any of the terms hereof, or the preservation of any rights hereunder, or in any way relating to or arising out of the maintenance of the Account, the violation of the laws of any country, state or other governmental body or unit, or any tort or contract claim; provided that no Indemnitee shall have the

right to be indemnified hereunder for such Indemnitee's own gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final, non-appealable judgment or order.

This letter agreement shall be terminable upon joint delivery of notice by the Account Holder and the Collateral Agent to you.

By signing this letter, you hereby consent and agree to the foregoing, and agree that in the event you at any time have a security interest or lien upon the Account or any funds on deposit therein or received for credit thereto, such security interest or lien will be subject and subordinate to the security interest of the Collateral Agent therein, and you will not exercise any right of setoff or any similar right in connection with the Account or any funds on deposit therein, except that you may debit the Account and permit the Account Holder to withdraw funds from the Account in payment of customary service charges associated with administering the Account and for returned items and similar charges due to you.

If the foregoing is acceptable to you, please execute the enclosed copy of this letter and return it to the Account Holder in the enclosed stamped, self-addressed envelope.

[NAME OF APPLICABLE OBLIGOR]

By: _____
Name:
Title:

Consented and Agreed as of
this _____ day of _____, _____

[NAME OF BANK]

By: _____
Name:
Title:

[],
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

**EXHIBIT D
TO
SECURITY AGREEMENT**

Form of Landlord's Waiver and Consent

LANDLORD'S WAIVER AND CONSENT dated as of _____, _____, made by [LANDLORD NAME] (the "Landlord"), for the benefit of [], as Collateral Agent (the "Collateral Agent"), for the secured parties (the "Secured Parties") referred to in the Security Agreement dated as of [•], 2004 among the Obligor from time to time party thereto and the Collateral Agent.

The Secured Parties have extended or agreed to extend certain loans and to make certain other extensions of credit to the Borrower (as defined in the Senior Credit Agreement), to be guaranteed by Holdings and the Guarantors (as defined in the Senior Credit Agreement) and secured in whole or in part pursuant to one or more agreements, instruments and other documents (collectively, the "Security Agreements") granting security interests in and liens on, among other things, all presently owned and hereafter acquired personal property (collectively, the "Collateral") of Holdings and its subsidiaries, including the Borrower and its subsidiaries (referred to herein collectively as the "Debtors" and individually as a "Debtor").

Any or all of the Collateral is or may be installed or kept at the premises owned by the Landlord and leased to a Debtor known as [LEASED PROPERTY ADDRESS] and located in [CITY OR COUNTY, STATE], as more particularly described in Exhibit A attached hereto and made a part hereof (the "Premises").

In order to induce the Secured Parties to make the loans and to extend other financial accommodations to the Borrower described in the Senior Credit Agreement, the Landlord has agreed to execute and deliver this Agreement in favor of the Collateral Agent on behalf of the Secured Parties.

NOW THEREFORE, the Landlord, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agrees as follows:

The Landlord (i) consents to the installation or location of the Collateral in or on the Premises, (ii) agrees that any right, claim, title, interest or lien in respect of any of the Collateral (including, without limitation, any right of distraint, levy, execution or sale) that the Landlord may have or acquire for any reason or in any manner (including by reason of the Collateral being installed in or on, attached to or located in or on the Premises, or otherwise), whether arising under any agreement, instrument or law now or hereafter in effect, is hereby made fully subordinate, subject and inferior to every right, claim, title, interest and lien in respect of the Collateral in favor of the Collateral Agent and the Secured Parties or any of them to the full extent that the same secures or may hereafter secure any and all obligations and indebtedness of every kind, now existing or hereafter arising, of the Debtors, or any of them, to the Secured Parties, and (iii) further agrees that the Collateral is and will remain personal property and will not become part of the Premises.

The Landlord hereby agrees that so long as this Agreement is in effect, the Landlord shall not exercise or attempt to exercise any right, assert any claim, title or interest in or lien upon, or take any action or institute any proceedings with respect to, the

Collateral. The Landlord agrees to use all reasonable efforts to give the Collateral Agent written notice of any event which, with or without the giving of notice or passage of time or both, could result in the creation of the right of the Landlord to terminate any lease ("Lease") covering all or any part of the Premises or to accelerate any rent due thereunder. The Landlord, simultaneously with the giving by the Landlord of any notice of default to the then tenant under a Lease, shall send by registered or certified mail, return receipt requested, or by a reputable overnight courier, to the Collateral Agent a photostat or xerox copy of such notice of default.

The Collateral Agent and/or the Secured Parties and their agents, representatives and designees may, at any time and from time to time upon reasonable prior written notice to the Landlord, enter the Premises without the consent of the Landlord and remove and take possession of the Collateral free of any right, claim, title, interest or lien of the Landlord; provided the Secured Parties restore any parts of the Premises physically damaged by them in the course of removal to the condition such parts were in prior to such entry and removal of the Collateral (but the foregoing shall not impose any liability upon any Secured Party for any damage by fire or other insurable casualty).

The provisions hereof shall be irrevocable and remain in full force and effect until each Debtor has fully paid and performed all of its obligations to the Secured Parties under and in accordance with the terms of all present and future agreements, instruments and documents evidencing such obligations and all present and future Security Agreements (in each case including any extensions, modifications and renewals thereof or substitutions therefor at any time made), and until all obligations, if any, of the Secured Parties to extend loans, advances, or provide other financial accommodations to the Debtors (including any commitment to lend or issue or confirm or participate in letters of credit) shall be terminated.

This Agreement shall be binding upon the Landlord and its successors and assigns and shall inure to the benefit of the Secured Parties and their respective successors, assigns and designees. The Landlord agrees to make this Agreement known to any transferee of the Premises and any Person who may have an interest or right in the Premises. The Landlord acknowledges and agrees that the provisions set forth in this Agreement are, and are intended to be, an inducement and consideration to each Secured Party to make, or to permit to remain outstanding, loans and other extensions of credit to the Debtors, and each Secured Party shall be deemed conclusively to have relied upon such provisions in making, or permitting to remain outstanding, such loans and other extensions of credit, and each Secured Party is made an obligee hereunder and may directly enforce the provisions hereof.

IV. [Signature Pages Follow]

IN WITNESS WHEREOF, the Landlord has duly executed this Agreement under seal as of the date and year first above written.

ATTEST:

[NAME OF LANDLORD]

By: _____

Name:

Title:

[NAME], Secretary

Attachments:

Schedule A - Description of Premises

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that (s)he is the _____ of [Name of Landlord], a [Description of Landlord] and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its _____, and attested by herself/himself as _____, and sealed with its common corporate seal.

Witness my hand and notarial seal this _____ day of _____, _____.

[STAMP/SEAL]

Notary Public

My Commission Expires:

**SCHEDULE A
TO
LANDLORD'S WAIVER**

V. Description of Premises

[[NYCORP:2361712v13:4539b:03/31/04--07:03 p]]

**EXHIBIT E
TO
SECURITY AGREEMENT**

**Form of Consent to Assignment
Letter of Credit Proceeds**

This CONSENT TO ASSIGNMENT (as amended, modified or supplemented from time to time, this "Consent") is dated as of _____ and is between [LC ISSUER NAME], [LC ISSUER DESCRIPTION] (the "Issuer"), and [], as Collateral Agent (together with its successor or successors in such capacity, the "Collateral Agent").

The Issuer has issued a standby letter of credit, No. [NUMBER] dated as of [DATE OF ISSUE] in the stated face amount of \$[AMOUNT] and having an initial schedule expiration date of [DATE OF EXPIRATION] (as the same may be amended, supplemented, extended or otherwise modified from time to time, the "Letter of Credit") for the account of [ACCOUNT PARTY] in favor of [NAME OF APPLICABLE OBLIGOR], [DESCRIPTION OF APPLICABLE OBLIGOR] (the "Beneficiary").

Under the terms of the Security Agreement dated as of [•], 2004 (as the same may be amended, modified or supplemented from time to time, the "Security Agreement") among the Beneficiary, the other Obligors from time to time party thereto and the Collateral Agent, and as collateral security for the Secured Obligations referred to therein, the Beneficiary has assigned to the Collateral Agent and granted to the Collateral Agent a security interest in all right, title and interest of the Beneficiary in, to and under (i) the Letter of Credit, (ii) all related "letter-of-credit rights" (as defined in the Uniform Commercial Code) and (iii) all rights of the Beneficiary to payment or performance under the Letter of Credit, whether or not the Beneficiary has demanded or is now or hereafter becomes entitled to demand payment or performance, and all rights of the Beneficiary to demand payment or performance under the Letter of Credit (all of the foregoing being referred to herein as the "LC Collateral"). Terms used herein without definition which are defined in the Security Agreement have the respective meanings set forth therein.

By executing this Consent to Assignment in the space indicated below, you hereby:

irrevocably consent to the assignment by the Beneficiary to the Collateral Agent pursuant to the Security Agreement of all of the Beneficiary's right, title and interest in, to and under the LC Collateral and all Proceeds thereof as collateral security for the Secured Obligations;

agree that upon receipt by you at the above address of written notification from the Collateral Agent, unless otherwise notified by the Collateral Agent, you shall pay all disbursements under the Letter of Credit and otherwise transfer all proceeds of the LC Collateral by wire transfer or by ACH method (or other means acceptable to the Collateral Agent) solely to the Collateral Agent's account, Account No. [ACCOUNT NUMBER], Attn: [Agency Services], at the Collateral Agent's office located at [], ABA No. [ACCOUNT ABA NUMBER] or otherwise to the order of the Collateral Agent;

agree that neither the Collateral Agent nor any Finance Party shall be subject to any liability or obligation under the LC Collateral and acknowledge the right of the Collateral Agent and the Finance Parties, in their own name or in the name of the Beneficiary, to demand payment or performance under the Letter of Credit; and

acknowledge the right of the Collateral Agent, following the occurrence of an Event of Default, to exercise its rights under the Security Agreement as a secured creditor and collateral assignee of the LC Collateral and to make all demands, give all notices, take all notices and exercise all rights of the Beneficiary under the LC Collateral.

This letter agreement shall be terminable upon joint delivery of notice by the Beneficiary and the Collateral Agent to you.

By signing this letter, you hereby consent and agree to the foregoing, and agree that you will not exercise any right of setoff or any similar right in connection with the LC Collateral.

If the foregoing is acceptable to you, please execute the enclosed copy of this letter and return it to the Beneficiary in the enclosed stamped, self-addressed envelope.

[NAME OF APPLICABLE OBLIGOR]

By: _____
Name:
Title:

Consented and Agreed as of
this _____ day of _____, _____

[NAME OF LC ISSUER]

By: _____
Name:
Title:

[],
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

**EXHIBIT F
TO
SECURITY AGREEMENT**

VI. [FORM OF]
PERFECTION CERTIFICATE

Reference is made to the Senior Credit Agreement dated on or about March 24, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among, among others, Riverdeep Interactive Learning Limited, an Irish company, Riverdeep Interactive Learning USA, Inc., a Delaware corporation, Riverdeep Inc., a Limited Liability Company, a Delaware limited liability company (collectively, the "Borrowers"), Broderbund LLC, a Minnesota limited liability company and RVDP, Inc., a Delaware corporation (collectively, the "Guarantors" and together with the Borrowers, the "Obligors"), the lenders from time to time party thereto (the "Lenders"), Credit Suisse First Boston, acting through its London Branch and the Royal Bank of Scotland PLC, as Mandated Lead Arranger (in such capacity, the "Lead Arrangers") and Credit Suisse First Boston, as Facility Agent and Security Agent. Capitalized terms used but not defined herein have the meanings set forth in either the Credit Agreement or the Security Documents referred to therein, as applicable.

The undersigned, the [] Officer and [the chief legal officer], respectively, of the Borrower, hereby certify to the Lead Arranger and each other Secured Party as follows:

Names. VII. The exact legal name of each Obligor, as such name appears in its respective certificate of formation, is as follows:

Set forth below is each other legal name each Obligor has had in the past five years, together with the date of the relevant change:

Except as set forth in Schedule 1 hereto, no Obligor has changed its identity or corporate structure in any way within the past five years. Changes in identity or corporate structure would include mergers, consolidations and acquisitions, as well as any change in the form, nature or jurisdiction of organization. If any such change has occurred, include in Schedule 1 the information required by Sections 1 and 2 of this certificate as to each acquiree or constituent party to a merger or consolidation.

The following is a list of all other names (including trade names or similar appellations) used by each Obligor or any of its divisions or other business units in connection with the conduct of its business or the ownership of its properties at any time during the past five years:

Set forth below is the Organizational Identification Number, if any, issued by the jurisdiction of formation of each Obligor that is a registered organization:

Current Locations. VIII. The chief executive office of each Obligor is located at the address set forth opposite its name below:

<u>Obligor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
----------------	------------------------	---------------	--------------

Set forth below opposite the name of each Obligor are all locations in the United States where such Obligor maintains any books or records relating to any Accounts Receivable (with each location at which chattel paper, if any, is kept being indicated by an “*”):

Obligor Mailing Address County State

The jurisdiction of formation of each Obligor that is a registered organization is set forth opposite its name below:

Obligor Jurisdiction

Set forth below opposite the name of each Obligor are all the locations in the United States where such Obligor maintains any Collateral not identified above:

Obligor Mailing Address County State

Set forth below opposite the name of each Obligor are all the places of business in the United States of such Obligor not identified in paragraph (a), (b), (c) or (d) above:

Obligor Mailing Address County State

Set forth below is a list of all real property in the United States that is held by each Obligor, whether owned or leased and the name of the Obligor that owns or leases said property:

Address Owned/Leased Entity

Set forth below opposite the name of each Obligor are the names and addresses of all Persons other than such Obligor that have possession of any of the Collateral of such Obligor other than any Collateral held by or on behalf of the Security Agent, any investment property (or cash) held by any securities intermediary, bank or other financial institution, any goods or other Collateral in transit, any Equipment, vehicles or other Collateral under repair, any samples or inventory held

by third parties, any Collateral held by a lessee pursuant to a lease permitted under the Credit Agreement and any Collateral of deminimus value:

<u>Obligor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
----------------	------------------------	---------------	--------------

Unusual Transactions. All Accounts have been originated by the Obligors and all Inventory has been acquired by the Obligors in the ordinary course of business, other than any accounts originated and any Inventory acquired, in connection with acquisitions of subsidiaries, divisions, business units or products.

File Search Reports. UCC Filings. File search reports have been obtained from each Uniform Commercial Code filing office identified with respect to such Obligor in Section 2 hereof, and, except for the financing statement No 0223560611 filed with Secretary of State of California and indicating Broderbund LLC as a debtor and Foothill Capital Corporation in its capacity as agent, as secured party and which Broderbund LLC has requested Foothill Capital Corporation to terminate, such search reports reflect no liens against any of the Collateral other than those permitted under the Credit Agreement.

UCC Filings. Financing statements in substantially the form of Schedule 5 hereto have been prepared for filing in the proper Uniform Commercial Code filing office in the jurisdiction in which each Obligor is located and, to the extent any of the collateral is comprised of fixtures, timber to be cut or as extracted collateral from the wellhead or minehead, in the proper local jurisdiction, in each case as set forth with respect to such Obligor in Section 2 hereof.

Schedule of Filings. Attached hereto as Schedule 6 is a schedule setting forth, with respect to the filings described in Section 5 above, each filing and the filing office in which such filing is to be made.

Stock Ownership and other Equity Interests. Attached hereto as Schedule 7 is a true and correct list of all the issued and outstanding stock, partnership interests, limited liability company membership interests or other equity interest of each Obligor and each Subsidiary and the record and beneficial owners of such stock, partnership interests, membership interests or other equity interests. Also set forth on Schedule 7 is each equity investment of each Obligor or any Subsidiary that represents 50% or less of the equity of the entity in which such investment was made.

Deposit Accounts. Attached hereto as Schedule 8 is a true and correct list of deposit accounts, brokerage accounts or securities investment accounts maintained by each Obligor, including the name and address of the depository institution, the type of account, and the account number.

Mortgage Filings. Attached hereto as Schedule 10 is a schedule setting forth, with respect to each mortgaged property that is located in the United States, (a) the exact name of the person that owns such property as such name appears in its certificate of incorporation or other organizational document, (b) if different from the name identified pursuant to clause (a), the exact name of the current record owner of such property reflected in the records of the filing office for such property identified pursuant to the following clause and (c) the filing office in which a mortgage

with respect to such property must be filed or recorded in order for the Security Agent to obtain a perfected security interest therein.

Intellectual Property. Attached hereto as Schedule 10A in proper form for filing with the United States Patent and Trademark Office is a schedule setting forth all of each Obligor's Patents, Patent Licenses, Trademarks and Trademark Licenses, including the name of the registered owner, the registration number and the registration/application/issue date of each Patent, Patent License, Trademark and Trademark License owned by any Obligor. Attached hereto as Schedule 10B in proper form for filing with the United States Copyright Office is a schedule setting forth all of each Obligor's Copyrights and Copyright Licenses, including the name of the registered owner, the registration number and the registration/application/issue date of each Copyright or Copyright License owned by any Obligor.

Commercial Tort Claims. Attached hereto as Schedule 12 is a true and correct list of commercial tort claims in excess of \$550,000 or the Euro Equivalent held by any Obligor, including a brief description thereof.

IN WITNESS WHEREOF, the undersigned have duly executed this certificate on this
24th day of March, 2004.

**RIVERDEEP INTERACTIVE
LEARNING LIMITED,**

by

Name:

Title:

by

Name:

Title:

[[NYCORP:2361712v13:4539b:03/31/04--07:03 p]]

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TRADEMARK
REEL: 002942 FRAME: 0328

Changes in Identity or Corporate Structure Within Past Five Years

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UCC Financing Statements

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UCC Filings and Filing Offices

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Stock Ownership and Other Equity Interests

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Deposit Accounts

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[NYCORP:2361712v13:4539b:03/31/04--07:03 p]

Mortgage Filings

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[NYCORP:2361712v13:4539b:03/31/04--07:03 p]

Patents, Patent Licenses, Trademarks and Trademark Licenses

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Copyrights and Copyright Licenses

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[712v13:4539b:03/31/04--07:03 pl]

Commercial Tort Claims

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