

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Learning Horizons, Inc.		04/04/2006	CORPORATION: OHIO

## RECEIVING PARTY DATA

Name:	National City Bank
Street Address:	1900 East Ninth Street
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: OHIO

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2395445	POP INTO PHONICS
Registration Number:	2475903	HERE WE GROW!
Registration Number:	2222918	KNOW-IT-ALLS
Registration Number:	2369186	NUMBERS & NEIGHBORS
Registration Number:	2447963	SHAPES-UP!
Registration Number:	2958167	HERE WE GROW PRESS
Registration Number:	2051818	HORIZONS
Registration Number:	2143041	LEARNING HORIZONS
Registration Number:	1990281	TODDLER TIME

## CORRESPONDENCE DATA

Fax Number: (216)579-0212

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Email: jrmix@jonesday.com

Correspondent Name: Jones Day

TRADEMARK

REEL: 003433 FRAME: 0033

900063261

CH \$240.00 2395445

Address Line 1: 901 Lakeside Ave.  
Address Line 2: c/o James R. Mix, Paralegal  
Address Line 4: Cleveland, OHIO 44114-1190

ATTORNEY DOCKET NUMBER:	497400-121043
-------------------------	---------------

NAME OF SUBMITTER:	James R. Mix
--------------------	--------------

Signature:	/James R. Mix/
------------	----------------

Date:	11/22/2006
-------	------------

Total Attachments: 6  
source=Learning Horizons- Trademark Assignment#page1.tif  
source=Learning Horizons- Trademark Assignment#page2.tif  
source=Learning Horizons- Trademark Assignment#page3.tif  
source=Learning Horizons- Trademark Assignment#page4.tif  
source=Learning Horizons- Trademark Assignment#page5.tif  
source=Learning Horizons- Trademark Assignment#page6.tif

## COLLATERAL ASSIGNMENT OF TRADEMARKS

COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of April 4, 2006 ("Agreement"), between LEARNING HORIZONS, INC., an Ohio corporation (together with its successors and assigns, the "Assignor"), and NATIONAL CITY BANK, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

### RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of April 4, 2006 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), among American Greetings Corporation, an Ohio corporation (together with its successors and assigns, the "Borrower"), the Foreign Subsidiary Borrowers (as defined therein) party thereto, the lenders from time to time party thereto (the "Lenders"), National City Bank, as the Global Agent, Collateral Agent, joint lead arranger, joint bookrunner, Swing Line Lender and LC Issuer, UBS Securities LLC, as joint lead arranger, joint bookrunner and Syndication Agent, and KeyBank National Association, JPMorgan Chase Bank, N.A., and LaSalle Bank National Association, as Co-Documentation Agents.

(2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of April 4, 2006 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), among the Assignor, the other grantors named therein and the Collateral Agent, pursuant to which the Assignor has granted to the Collateral Agent, for the benefit of the Secured Creditors, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Collateral Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Collateral Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Collateral Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

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

(x) all good will related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Collateral Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor and any other Assignors named therein, as debtors, and the Collateral Agent, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

LEARNING HORIZONS, INC.

By: 

Name: Stephen Smith

Title: Treasurer

Accepted and acknowledged by:

NATIONAL CITY BANK, as Collateral  
Agent

By: \_\_\_\_\_

Name:

Title:


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

LEARNING HORIZONS, INC.

By: \_\_\_\_\_  
Name: Stephen Smith  
Title: Treasurer

Accepted and acknowledged by:

NATIONAL CITY BANK, as Collateral  
Agent

By:  \_\_\_\_\_  
Name: ROBERT S. COLEMAN  
Title: SENIOR VICE PRESIDENT

Schedule A  
to Collateral Assignment of  
Trademarks

See attached.

Owner: Learning Horizons, Inc.		One American Road									
ID	Country	Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status			
26219	United States	POP INTO PHONICS	16	75/756293	7/26/1999	2395445	10/17/2000	Registered			
26302	United States	HERE WE GROW!	16	76/121500	9/5/2000	2475903	8/7/2001	Registered			
26214	United States	KNOW-IT-ALLS	16	75/460405	3/31/1998	2222918	2/9/1999	Registered			
25930	United States	NUMBERS & NEIGHBORS	28	75/448967	3/16/1998	2369186	7/18/2000	Registered			
26230	United States	SHAPES-UP!	28	76/058099	5/26/2000	2447963	5/1/2001	Registered			
26888	United States	HERE WE GROW PRESS	16	78/262022	6/13/2003	2958167	5/31/2005	Allowed			
24215	United States	HORIZONS	16	618032	1/5/1995	2051818	4/15/1997	Registered			
21439	United States	LEARNING HORIZONS	16, 28	693164	6/26/1995	2143041	3/10/1998	Registered			
26221	United States	TODDLER TIME	16	74/506163	3/28/1994	1990281	7/30/1996	Registered			

Printed by WorldMark on 4/3/2006 12:03:19 PM