

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT |
| EFFECTIVE DATE: | 11/01/2004 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|-------------------|
| Rainbow Snow, Inc., dba Rainbow Bridge Publishing | | 12/20/2007 | CORPORATION: UTAH |

RECEIVING PARTY DATA

| | |
|-----------------|---|
| Name: | Carson-Dellosa Publishing Company, Inc. |
| Street Address: | 7027 Albert Pick Road |
| City: | Greensboro |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 27409 |
| Entity Type: | CORPORATION: NORTH CAROLINA |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|---------------|
| Registration Number: | 2935018 | SUMMER BRAINS |

CORRESPONDENCE DATA

Fax Number: (336)478-1170
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 336-379-8651
 Email: MJA@CRLAW.COM
 Correspondent Name: Michael J. Allen
 Address Line 1: 235 North Edgeworth Street
 Address Line 4: Greensboro, NORTH CAROLINA 27401

| | |
|-------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 3761/10568 |
| NAME OF SUBMITTER: | Michael J. Allen |
| Signature: | /Michael J. Allen/ |

OP \$40.00 2935018

Date:

01/23/2008

Total Attachments: 28

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AMENDED AND RESTATED ASSIGNMENT OF INTANGIBLE ASSETS

THIS AMENDED AND RESTATED ASSIGNMENT OF INTANGIBLE ASSETS (this "Assignment"), dated effective as of November 1, 2004, by and among Rainbow Bridge Publishing, a division of Rainbow Snow, Inc., a Utah corporation, Rainbow Snow, Inc., Scott Van Leeuwen and Michele Van Leeuwen (collectively, "Assignors") and Carson-Dellosa Publishing Company, Inc., a North Carolina corporation ("Assignee"). All capitalized terms used but not expressly defined herein shall have the meaning assigned to them in the Asset Purchase Agreement dated November 1, 2004, as hereinafter defined.

RECITALS:

WHEREAS, pursuant to that certain Asset Purchase Agreement dated November 1, 2004, by and among Assignors and Assignee (the "Asset Purchase Agreement"), Assignors agreed to assign to Assignee, and Assignee agreed to assume from Assignors, all of Assignors' right, title and interest in and to the Intangibles insofar as such items are included within the Purchased Assets and excluding any item that is an Excluded Asset (collectively, the "Intangible Assets"); and

WHEREAS, an original Assignment of Intangible Assets was executed on November 1, 2004, but that document inadvertently failed to reference Rainbow Snow, Inc.'s use of the assumed name "Rainbow Bridge Publishing" in connection with its business and certain U.S. copyright registration certificates; and

WHEREAS, the parties to this Amended and Restated Assignment desire to confirm herein that the Intangible Assets assigned to Assignee include (but are not limited to) the U.S. copyright registration certificates for the works identified on the attached Exhibit A in which certificates Rainbow Bridge Publishing is identified as the copyright claimant or as a holder of any rights therein.

WITNESSETH:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignors, including Rainbow Bridge Publishing, hereby assign to Assignee, all of their right, title and interest in and to the Intangible Assets, including those identified on the attached Exhibit A, (which also was attached to the Asset Purchase Agreement as Schedule 1.1g), including any and all related U.S. copyright registration certificates identifying Rainbow Bridge Publishing as the copyright claimant or as a holder of any rights therein.

2. This Amended and Restated Assignment is made pursuant to the terms of the Asset Purchase Agreement and is made without representation or warranty except those

representations and warranties contained in and provided by the Asset Purchase Agreement. This Amended and Restated Assignment does not create any additional obligations, covenants, representations or warranties or alter or amend any of the obligations, covenants, representations, or warranties contained in the Asset Purchase Agreement. In the event of any inconsistency between this Amended and Restated Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

3. This Amended and Restated Assignment may be signed in one or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument. Facsimile copies of this Assignment shall have the same effect as originals.


4. This Amended and Restated Assignment shall be governed in accordance with the laws of the State of Utah, without giving effect to the conflicts of laws principles thereunder. Jurisdiction for any legal proceeding related to this Amended and Restated Assignment shall lie only in the applicable state and federal courts located in Salt Lake County, Utah.

5. This Assignment shall bind, and inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Assignment of Intangible Assets effective as of the date first above written.

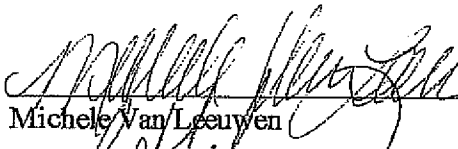

ASSIGNORS:

Rainbow Bridge Publishing, a division of Rainbow Snow, Inc.

By: 
Michele Van Leeuwen, Vice President

Rainbow Snow, Inc.

By: 
Michele Van Leeuwen, Vice President


Michele Van Leeuwen


Scott Van Leeuwen

ASSIGNEE:

Carson-Dellosa Publishing Company, Inc.

By: Mark E. Delozan
Title: Vice President - Finance

EXHIBIT A

| A | B | C | D | E | F | G | H |
|---|-------------------------------------|--|----------|-------------------|--------------------|-------------------|---------|
| Title | Author | Rights | Contract | C-Right Submitted | C-Right Registered | Consent | Pay out |
| 1 Summer Bridge Activities | Julia Ann Hobbs & Carla Dawn Fisher | Assigned: 8/7/2000 | 8/7/00 | ✓ | 9/3 SR | ✓ | |
| 2 Summer Bridge Activities P-K | Julia Ann Hobbs & Carla Dawn Fisher | Assigned: 8/7/2000 | 8/7/00 | ✓ | 9/3 SR (new) | ✓ | |
| 3 Summer Bridge Activities K-1 | Julia Ann Hobbs & Carla Dawn Fisher | Assigned: 8/7/2000 | 8/7/00 | ✓ | 9/3 SR | ✓ | |
| 4 Summer Bridge Activities 1-2 | Julia Ann Hobbs & Carla Dawn Fisher | Assigned: 8/7/2000 | 8/7/00 | ✓ | 9/3 SR | ✓ | |
| 5 Summer Bridge Activities 2-3 | Julia Ann Hobbs & Carla Dawn Fisher | Assigned: 8/7/2000 | 8/7/00 | ✓ | 9/3 SR | ✓ | |
| 6 Summer Bridge Activities 3-4 | Julia Ann Hobbs & Carla Dawn Fisher | Assigned: 8/7/2000 | 8/7/00 | ✓ | 9/3 SR | ✓ | |
| 7 Summer Bridge Activities 4-5 | Julia Ann Hobbs & Carla Dawn Fisher | Assigned: 8/7/2000 | 8/7/00 | ✓ | 9/3 SR | ✓ | |
| 8 Summer Bridge Activities 5-6 | Julia Ann Hobbs & Carla Dawn Fisher | Assigned: 8/7/2000 | 8/7/00 | ✓ | 9/3 SR | ✓ | |
| 9 Summer Bridge Activities 6-7 | Leland Graham / Frances Long | Royalty: 5% / 5% Royalty: 3.33% / 3.33% | 5/26/98 | ✓ | 5/3 SR | ✓ | |
| 10 Summer Bridge Activities 7-8 | Léopold / Frances Long | Royalty: 3.33% / 3.33% | 6/26/98 | ✓ | 9/3 SR | ✓ | |
| 11 Better Bodies and Behavior Section P-K through 2-3 | Molly McMahon / Claren Arnold | | N/A | ✓ | | N/A | |
| 12 Better Bodies and Behavior Section 3-4 through 5-6 | Molly McMahon / Claren Arnold | | N/A | ✓ | | N/A | |
| 13 Bridges P-K (BMW) | RBP | Covered by SBA | N/A | ✓ | 6/8/04 | covered under SBA | |
| 14 Bridges K-1 (BMW) | RBP | Covered by SBA | N/A | ✓ | | covered under SBA | |
| 15 Bridges 1-2 (BMW) | RBP | Covered by SBA | N/A | ✓ | | covered under SBA | |
| 16 Bridges 2-3 (BMW) | RBP | Covered by SBA | N/A | ✓ | | covered under SBA | |
| 17 Bridges 3-4 (BMW) | RBP | Covered by SBA | N/A | ✓ | | covered under SBA | |
| 18 Bridges 4-5 (BMW) | RBP | Covered by SBA | N/A | ✓ | | covered under SBA | |
| 19 Bridges 5-6 (BMW) | RBP | Covered by SBA | N/A | ✓ | | covered under SBA | |
| 20 Bridges Intro (PK) (BMW) | RBP | In-House | N/A | ✓ | 6/8/04 | covered under SBA | |
| 21 Bridges Level Purple (Bilingual) | RBP | Covered by SBA/Bridges | N/A | ✓ | 6/8/04 | | |
| 22 Bridges Level Indigo (Bilingual) | RBP | Covered by SBA/Bridges | N/A | ✓ | 6/8/04 | | |

EXHIBIT A

| A | B | C | D | E | F | G | H |
|----|---|----------------------|--------------------------|----------|------|----------------|------|
| 35 | Bridges Level Blue (Bilingual) | RBP | Covered by SBA/Bridges | N.A. | ✓ | 6/8/04 | N.A. |
| 36 | Bridges Level Green (Bilingual) | RBP | Covered by SBA/Bridges | N.A. | ✓ | 6/8/04 | N.A. |
| 37 | Bridges Level Yellow (Bilingual) | RBP | Covered by SBA/Bridges | N.A. | ✓ | 6/8/04 | N.A. |
| 38 | Bridges Level Orange (Bilingual) | RBP | Covered by SBA/Bridges | N.A. | ✓ | 6/8/04 | N.A. |
| 39 | Bridges Level Red (Bilingual) | RBP | Covered by SBA/Bridges | N.A. | ✓ | 6/8/04 | N.A. |
| 40 | Skill Builders Math Grade 1 | RBP / Clairen Arnold | In-House / Work for Hire | ✓/✓ | ✓ | 9/2 1st ed cor | ✓ |
| 41 | Skill Builders Math Grade 2 | RBP / Clairen Arnold | In-House / Work for Hire | ✓/✓ | ✓ | 9/2 1st ed cor | ✓ |
| 42 | Skill Builders Math Grade 3 | RBP / Clairen Arnold | In-House / Work for Hire | ✓/✓ | ✓ | 9/3 SR | ✓ |
| 43 | Skill Builders Math Grade 4 | Carolyn Chapman | Work for Hire | ✓ | ✓ | 9/2 SR | ✓ |
| 44 | Skill Builders Math Grade 5 | Carolyn Chapman | Work for Hire | ✓ | ✓ | 9/2 SR | ✓ |
| 45 | Skill Builders Math Grade 6 | Jeanne Rawlins | Work for Hire | ✓ | ✓ | 9/2 SR | ✓ |
| 46 | Skill Builders Subtraction Grade 1 | RBP / Clairen Arnold | In-House / Work for Hire | ✓/✓ | ✓ | 9/2 1st ed cor | ✓ |
| 47 | Skill Builders Subtraction Grade 2 | RBP / Clairen Arnold | In-House / Work for Hire | ✓/✓ | ✓ | 9/2 1st ed cor | ✓ |
| 48 | Skill Builders Multiplication Grade 3 | RBP | In-House | ✓ | ✓ | 9/3 1st ed cor | N.A. |
| 49 | Skill Builders Word Problems Grade 2 (2005) | RBP / Nancy Bosse | Work for Hire | ✓ | 2005 | | ✓ |
| 50 | Skill Builders Word Problems Grade 3 | Carolyn Chapman | Work for Hire | ✓ | ✓ | 6/8/04 | ✓ |
| 51 | Skill Builders Word Problems Grade 4 | Carolyn Chapman | Work for Hire | ✓ | ✓ | 6/8/04 | ✓ |
| 52 | Skill Builders Word Problems Grade 5 | Carolyn Chapman | Work for Hire | ✓ | ✓ | 6/8/04 | ✓ |
| 53 | Skill Builders Word Problems Grade 6 | Jeanne Rawlins | Work for Hire | ✓ | ✓ | 6/8/04 | ✓ |
| 54 | Skill Builders Geometry Level 1 (2005) | Tiffany Moore | Work for Hire | 12/17/03 | 2005 | 6/8/04 | ✓ |
| 55 | Skill Builders Geometry Level 2 (2005) | Jessica Breur | Work for Hire | 11/24/03 | ✓ | 6/6/04 | ✓ |
| 56 | Skill Builders Division Level 2 (2005) | Jessica Breur | Work for Hire | 11/24/03 | 2005 | 6/6/04 | ✓ |
| 57 | Skill Builders Pre-Algebra | Tracy Danilberg | Work for Hire | ✓ | ✓ | 9/8 cor | ✓ |

EXHIBIT A

| | A | B | C | D | E | F | G | H |
|----|---|--------------------------------|------------------------|----------|------|-------------------|---|---|
| 50 | Skill Builders Algebra I Grades 5-B | Tracy Danilberg | Work for Hire | ✓ | 2005 | 9/3 SR | ✓ | |
| 51 | Skill Builders Algebra II Grades 5-B | Brenda Gardner | Work for Hire | 3/17/04 | ✓ | 6/6/04 | ✓ | |
| 52 | Skill Builders Time and Money Grades 1-3 | Clareen Arnold | Work for Hire | | ✓ | 6/6/04 | ✓ | |
| 53 | Skill Builders Fractions, Decimals, and Percents Level 1 | RBP / Clareen Arnold | In-House/Work for Hire | 11/12/03 | ✓ | 9/9 cor | ✓ | |
| 54 | Skill Builders Fractions, Decimals, and Percents Level 2 (2005) | RBP / Clareen Arnold | In-House/Work for Hire | 11/12/03 | 2005 | | | |
| 55 | Skill Builders Colors and Shapes (2005) | RBP | In-House | | 2005 | | | |
| 56 | Skill Builders Numbers | Clareen Arnold | Work for Hire | ✓ | ✓ | 9/2 SR | ✓ | |
| 57 | Skill Builders Alphabet | Clareen Arnold | Work for Hire | ✓ | ✓ | 9/2 SR | ✓ | |
| 58 | Skill Builders Phonics Grade K | Collette Pawlins | Work for Hire | ✓ | ✓ | 9/2 SR | ✓ | |
| 59 | Skill Builders Phonics Grade 1 | Deborah and Larry Morris | Work for Hire | ✓ | ✓ | | ✓ | |
| 60 | Skill Builders Phonics Grade 2 | Deborah Morris | Work for Hire | ✓ | ✓ | | ✓ | |
| 61 | Skill Builders Phonics Grade 3 | Rosemarie Howard | Work for Hire | ✓ | ✓ | 6/6/04 | ✓ | |
| 62 | Skill Builders Reading Grade 1 | RBP / Ruby Klank | Work for Hire | ✓ | ✓ | 6/6/04 | ✓ | |
| 63 | Skill Builders Reading Grade 2 | RBP / Ruby Klank | Work for Hire | ✓ | ✓ | 9/3 1st and SR | ✓ | |
| 64 | Skill Builders Reading Grade 3 | RBP / Ruby Klank | Work for Hire | ✓ | ✓ | 6/6/04 | ✓ | |
| 65 | Skill Builders Reading Grade 4 | Belyanne Gillette | Work for Hire | ✓ | ✓ | 9/8 cor 1st & 2nd | ✓ | |
| 66 | Skill Builders Reading Grade 5 | Deborah Morris | Work for Hire | ✓ | ✓ | 6/6/04 | ✓ | |
| 67 | Skill Builders Reading Grade 6 | Greg Larson | Work for Hire | ✓ | ✓ | 6/6/04 | ✓ | |
| 68 | Skill Builders Grammar Grade 3 | Leland Graham / Isabelle McCoy | Work for Hire | ✓ | ✓ | 9/2 SR | ✓ | |
| 69 | Skill Builders Grammar Grade 4 | Leland Graham / Isabelle McCoy | Work for Hire | ✓ | ✓ | 6/6/04 | ✓ | |
| 70 | Skill Builders Grammar Grade 5 | Leland Graham / Isabelle McCoy | Work for Hire | ✓ | ✓ | 6/6/04 | ✓ | |
| 71 | Skill Builders Grammar Grade 6 | Leland Graham / Isabelle McCoy | Work for Hire | ✓ | ✓ | 6/6/04 | ✓ | |
| 72 | Skill Builders Grammar Grades 7-8 | Leland Graham / Isabelle McCoy | Work for Hire | ✓ | ✓ | 6/6/04 | ✓ | |
| 73 | Skill Builders Handwriting "Modern" | Clareen Arnold | Work for Hire | | ✓ | 6/6/04 | ✓ | |
| 74 | Skill Builders Handwriting "Contemporary" | Clareen Arnold | Work for Hire | | ✓ | 6/6/04 | ✓ | |
| 75 | Skill Builders Handwriting "Traditional" | Clareen Arnold | Work for Hire | | ✓ | 6/6/04 | ✓ | |
| 76 | Skill Builders Spelling Grade 1 | Hollie Hendricks | Work for Hire | 10/15/03 | ✓ | 6/6/04 | ✓ | |

EXHIBIT A

| | A | B | C | D | E | F | G | H |
|----|---|------------------------------------|---------------|-----------|------|-----------------|-----|---|
| 7 | Skill Builders Spelling Grade 2 | Jennifer T. Rex / Hollie Hendricks | Work for Hire | ✓/✓ | ✓ | 6/8/04 | ✓ | |
| 10 | Skill Builders Spelling Grade 3 | Rosemarie Howard | Work for Hire | 10/30/03 | ✓ | 6/8/04 | ✓ | |
| 11 | Skill Builders Vocabulary Grade 3 (second edition) | Jean Tappan | Work for Hire | ✓ | | 2nd ed 6/8/2004 | ✓ | |
| 12 | Skill Builders Vocabulary Grade 4 | Molly McMahon | Work for Hire | ✓ | ✓ | 6/6/04 | ✓ | |
| 13 | Skill Builders Spanish Level 1 | Eileen Parrish | Work for Hire | ✓ | ✓ | 6/6/04 | ✓ | |
| 14 | Skill Builders Spanish Level 2 | Eileen Parrish | Work for Hire | ✓ | ✓ | 6/6/04 | ✓ | |
| 15 | Skill Builders Spanish Level 3 (2005) | Eileen Parrish | Work for Hire | 7/29/04 | 2005 | 6/6/04 | ✓ | |
| 16 | Skill Builders Hidden Pictures (2005) | RBP | In-House | N.A. | 2005 | | | |
| 17 | Skill Builders American Presidents Grade 4-5 (2005) | Deborah and Larry Morris | Work for Hire | 6/12/04 | 2005 | | | |
| 18 | Skill Builders Hands-on Projects (2005) | Michelle Van Leeuwen | Work for Hire | | 2005 | | | |
| 19 | Skill Builders Geography U.S. Grades 4-5 (2005) | Leland Graham / Isabelle McCoy | Work for Hire | ✓/✓ | 2005 | | | |
| 20 | Skill Builders Mad Libs (2005) | Molly McMahon | Work for Hire | ✓ | 2005 | | | |
| 21 | Skill Builders Introduction to Music (2005) | Kaylynne Fox | Work for Hire | | 2005 | | | |
| 22 | Connection Series | | | | | | | |
| 23 | Phonics Connection Grade K | Nancy Bosse | Work for Hire | ✓ | ✓ | 6/8/04 | ✓ | |
| 24 | Phonics Connection Grade 1 | Cherren Arnold | Work for Hire | ✓ | ✓ | 6/8/04 | ✓ | |
| 25 | Phonics Connection Grade 2 | Cherren Arnold | Work for Hire | ✓ | ✓ | 6/8/04 | ✓ | |
| 26 | Phonics Connection Grade 3 | Hollie Hendricks | Work for Hire | ✓ | ✓ | 6/8/04 | ✓ | |
| 27 | Reading Connection Grade 1 | Nancy Bosse / Rudy Menk | Work for Hire | ✓ | ✓ | 9/3 1st ed cor | ✓/✓ | |
| 28 | Reading Connection Grade 2 | Nancy Bosse | Work for Hire | ✓ | ✓ | 6/8/04 | ✓ | |
| 29 | Reading Connection Grade 3 | Nancy Bosse / Deborah Morris | Work for Hire | ✓ | ✓ | 9/3 2nd ed | ✓/✓ | |
| 30 | Reading Connection Grade 4 | Molly McMahon | Work for Hire | ✓ | ✓ | 6/8/04 | ✓ | |
| 31 | Reading Connection Grade 5 | Jean Skoy | Work for Hire | ✓ | ✓ | 6/8/04 | ✓ | |
| 32 | Reading Connection Grade 6 | Greg Larson | Work for Hire | ✓ | ✓ | 6/8/04 | ✓ | |
| 33 | Math Connection Grade 1 | Nancy Bosse | Work for Hire | ✓ | ✓ | 9/3 2nd ed | ✓ | |
| 34 | Math Connection Grade 2 | Nancy Bosse | Work for Hire | ✓ | ✓ | 9/2 2nd ed cor | ✓ | |
| 35 | Math Connection Grade 3 | Nancy Bosse | Work for Hire | ✓ | ✓ | 6/8/04 | ✓ | |
| 36 | Math Connection Grade 4 | Carolyn Chapman | Work for Hire | ✓ | ✓ | 6/8/04 | ✓ | |
| 37 | Math Connection Grade 5 | Brenda Gardner | Work for Hire | ✓ | ✓ | 6/8/04 | ✓ | |
| 38 | Math Connection Grade 6 | Laura Adams | Work for Hire | ✓ | ✓ | 6/8/04 | ✓ | |
| 39 | Test Prep Connection Grade 1 | Aislin Sheehan | Work for Hire | 10/7/03 | ✓ | 6/8/04 | ✓ | |
| 40 | Test Prep Connection Grade 2 | Aislin Sheehan | Work for Hire | 11/2/03 | ✓ | 6/8/04 | ✓ | |
| 41 | Test Prep Connection Grade 3 | Leland Graham / Connie York | Work for Hire | 10/3/2003 | ✓ | 6/8/04 | ✓ | |
| 42 | Test Prep Connection Grade 4 | Jeffrey Meyers / Connie York | Work for Hire | 2/8/2004 | ✓ | 6/8/04 | ✓ | |
| 43 | Test Prep Connection Grade 4 | Jeffrey Meyers / Connie York | Work for Hire | 11/3/03 | ✓ | 6/8/04 | ✓ | |

EXHIBIT A

| | A | B | C | D | E | F | G | H |
|-----|--|-------------------------------------|---------------------------|----------|---|--------|---|---|
| 111 | Test Prep Connection Grade 5 | Shelly Linkon | Work for Hire | 10/15/03 | ✓ | 6/8/04 | ✓ | |
| 112 | Math Test Prep | | | | | | | |
| 113 | Math Test Preparation Grade 1 | Clareen Arnold | Work for Hire | ✓ | ✓ | 6/8/04 | ✓ | |
| 114 | Math Test Preparation Grade 2 | Clareen Arnold | Work for Hire | ✓ | ✓ | 6/8/04 | ✓ | |
| 115 | Math Test Preparation Grade 3 | Carolyn Chapman | Work for Hire | ✓ | ✓ | 6/8/04 | ✓ | |
| 116 | Mastering Basic Skills | | | | | | | |
| 117 | Mastering Basic Skills: Listening Skills Grade 1 | Molly McMahon | Work for Hire | ✓ | ✓ | 6/8/04 | ✓ | |
| 118 | Mastering Basic Skills: Listening Skills Grade 2 | Molly McMahon | Work for Hire | ✓ | ✓ | 6/8/04 | ✓ | |
| 119 | Mastering Basic Skills: Listening Skills Grade 3 | Molly McMahon | Work for Hire | ✓ | ✓ | 6/8/04 | ✓ | |
| 120 | Grammar Skills Grade 1 | Deborah and Larry Morris | Work for Hire | ✓ | ✓ | 6/8/04 | ✓ | |
| 121 | Mastering Basic Skills: Grammar Skills Grade 2 | Deborah and Larry Morris | Work for Hire | ✓ | ✓ | 6/8/04 | ✓ | |
| 122 | Mastering Basic Skills: Grammar Skills Grade 3 | Deborah and Larry Morris | Work for Hire | ✓ | ✓ | 6/8/04 | ✓ | |
| 123 | Mastering Basic Skills: "Real Life" Math Word Problems Grade 1 | Clareen Arnold | Work for Hire | ✓ | ✓ | 6/8/04 | ✓ | |
| 124 | Mastering Basic Skills: "Real Life" Math Word Problems Grade 2 | Clareen Arnold | Work for Hire | ✓ | ✓ | 6/8/04 | ✓ | |
| 125 | Mastering Basic Skills: "Real Life" Math Word Problems Grade 3 | Carolyn Chapman | Work for Hire | ✓ | ✓ | 6/8/04 | ✓ | |
| 126 | Mastering Basic Skills: "Real Life" Math Word Problems Grade 4 | Carolyn Chapman | Work for Hire | ✓ | ✓ | 6/8/04 | ✓ | |
| 127 | Reading Bridge | | | | | | | |
| 128 | Reading Bridge Grade 1 | Carla Dawn Fisher / Julia Ann Hobbs | 11/8/04 Work for Hire | 5/11/04 | ✓ | 9/3 SR | ✓ | ✓ |
| 129 | Reading Bridge Grade 2 | Meadow Bond | Work for Hire | 3/1/00 | ✓ | 9/2 SR | ✓ | |
| 130 | Reading Bridge Grade 3 | Jennifer Moore / Gina Monteleone | Royalty: 10% net receipts | 11/23/98 | ✓ | 9/2 SR | ✓ | |
| 131 | Reading Bridge Grade 4 | Jennifer Moore | Royalty: 10% net receipts | 11/23/98 | ✓ | 9/3 SR | ✓ | |
| 132 | Reading Bridge Grade 5 | Jennifer Moore | Royalty: 10% net receipts | 11/23/98 | ✓ | 6/8/04 | ✓ | |
| 133 | Reading Bridge Grade 6 | Leland Graham / Danielle Ledbetter | Royalty: 5% / 5% | 11/23/98 | ✓ | 6/8/04 | ✓ | |
| 134 | Reading Bridge Grade 7 | Leland Graham / Danielle Ledbetter | Royalty: 5% / 5% | 11/23/98 | ✓ | 6/8/04 | ✓ | |
| 135 | Reading Bridge Grade 8 | Leland Graham / Danielle Ledbetter | Royalty: 5% / 5% | 11/23/98 | ✓ | 6/8/04 | ✓ | |

EXHIBIT A

| | A | B | C | D | E | F | G | H |
|-----|--|---|---------------------------|----------|---|-----------------|----------|---|
| 120 | Math Bridge | | | | | | | |
| 121 | Math Bridge Grade K | Carla Dawn Fisher / Julia Ann Hobbs | Rights assigned 5/14/04 | 5/11/04 | | (not printed) | ✓/✓ | ✓ |
| 122 | Math Bridge Grade 1 | Carla Dawn Fisher / Julia Ann Hobbs | Rights assigned 5/11/04 | 5/11/04 | ✓ | 9/3 SR | ✓/✓ | ✓ |
| 123 | Math Bridge Grade 2 | Carla Dawn Fisher / Julia Ann Hobbs | Rights assigned 5/11/04 | 5/11/04 | ✓ | 9/3 SR | ✓/✓ | ✓ |
| 124 | Math Bridge Grade 3 | Carla Dawn Fisher / Julia Ann Hobbs | Rights assigned 5/11/04 | 5/11/04 | ✓ | 9/3 SR | ✓/✓ | ✓ |
| 125 | Math Bridge Grade 4 | Tracy Dankberg / Leland Graham / Jennifer Moore | 3.33% / 3.33% / 3.33% | 2/14/98 | ✓ | 9/3 SR | ✓/✓/✓ | ✓ |
| 126 | Math Bridge Grade 5 | Tracy Dankberg / Leland Graham | 3.33% | 2/14/98 | ✓ | 9/3 SR | ✓/✓/✓ | ✓ |
| 127 | Math Bridge Grade 6 | Tracy Dankberg / Leland Graham | Royalty: 5% / 5% | 11/23/98 | | 6/8/2004 2nd ed | ✓/✓ | |
| 128 | Math Bridge Grade 7 | Tracy Dankberg / Leland Graham | Royalty: 5% / 5% | 11/23/98 | ✓ | 9/3 SR | ✓/✓ | |
| 129 | Math Bridge Grade 8 | Graham | Royalty: 5% / 5% | 11/23/98 | ✓ | 9/3 SR | ✓/✓ | |
| 130 | Summer Activities | RBP | In-House | N.A. | ✓ | 6/8/04 | N.A. | |
| 131 | Summer Activities P-K | RBP | In-House | N.A. | ✓ | 6/8/04 | N.A. | |
| 132 | Summer Activities K-1 | RBP | In-House | N.A. | ✓ | 6/8/04 | N.A. | |
| 133 | Summer Activities 1-2 | RBP | In-House | N.A. | ✓ | 6/8/04 | N.A. | |
| 134 | Summer Activities 2-3 | RBP | In-House | N.A. | ✓ | 6/8/04 | N.A. | |
| 135 | Summer Activities 3-4 | RBP | In-House | N.A. | ✓ | 6/8/04 | N.A. | |
| 136 | Summer Activities 4-5 | RBP | In-House | N.A. | ✓ | 6/8/04 | N.A. | |
| 137 | Summer Bridge Reading Activities | | | | | | | |
| 138 | Summer Bridge Reading Activities Grade 1-2 | Carla Dawn Fisher / Julia Ann Hobbs | Rights assigned 1/1/99 | ✓ | ✓ | 6/8/04 | ✓/✓ | ✓ |
| 139 | Summer Bridge Reading Activities Grade 2-3 | Carla Dawn Fisher / Julia Ann Hobbs | Rights assigned 1/1/99 | ✓ | ✓ | 6/8/04 | ✓/✓ | ✓ |
| 140 | Summer Bridge Reading Activities Grade 3-4 | Carla Dawn Fisher / Julia Ann Hobbs | Rights assigned 1/1/99 | ✓ | ✓ | 6/8/04 | ✓/✓ | ✓ |
| 141 | Ready, Set, Flashcard Games | | | | | | | |
| 142 | Underwater Addition Mission | RBP (art) / Evie Katz | Royalty: 10% net receipts | ✓ | ✓ | 7/12/04 | contract | |
| 143 | Extreme Action Subtraction | RBP (art) / Evie Katz | Royalty: 10% net receipts | ✓ | ✓ | 7/12/04 | contract | |
| 144 | World Vacation Multiplication | RBP (art) / Evie Katz | Royalty: 10% net receipts | ✓ | ✓ | 7/12/04 | contract | |
| 145 | Deep Space Division Fission | RBP (art) / Evie Katz | Royalty: 10% net receipts | ✓ | ✓ | 7/12/04 | contract | |
| 146 | Summer Brains | | | | | | | |
| 147 | Summer Brains Grade K-1 | Alison Lawson / Allison Shelton | Work for Hire | ✓ | ✓ | 7/12/04 | ✓ | |

EXHIBIT A

| A | B | C | D | E | F | G | H |
|-----|---|---|-------------------|---|---------------|---|---|
| 144 | Summer Brains Grade 1-2 | Alison Shelton / Dara Campbell | Work for Hire | ✓ | 7/12/04 | ✓ | |
| 145 | Summer Brains Grade 2-3 | Dara Campbell / Amy Bartlett | Work for Hire | ✓ | 7/12/04 | ✓ | |
| 146 | Summer Brains Grade 3-4 | Amy Bartlett / Jeffrey Meyers | Work for Hire | ✓ | 7/12/04 | ✓ | |
| 147 | Summer Brains 4-5 | Jeffrey Meyers / Shelly Linton | Work for Hire | ✓ | (not printed) | ✓ | |
| 148 | Summer Brains 5-6 | Shelly Linton / Francis Long | Work for Hire | ✓ | (not printed) | ✓ | |
| 149 | Summer Brains 6-7 | Francis Long / Leland Graham | Work for Hire | ✓ | (not printed) | ✓ | |
| 150 | Summer Brains 7-8 | Leland Graham | Work for Hire | ✓ | (not printed) | ✓ | |
| 151 | First Step Spanish | | | | | | |
| 152 | First Step Spanish Alphabet and Numbers | Ellen Parrish | Work for Hire | ✓ | 6/8/04 | ✓ | |
| 153 | First Step Spanish Colors and Shapes | Ellen Parrish | Work for Hire | ✓ | 6/8/04 | ✓ | |
| 154 | Booster Books | | | | | | |
| 155 | Math Booster Grade 1 | RBP | In-House | ✓ | 6/6/04 | ✓ | |
| 156 | Math Booster Grade 2 | RBP | In-House | ✓ | 6/6/04 | ✓ | |
| 157 | Math Booster Grade 3 | RBP | In-House | ✓ | 6/6/04 | ✓ | |
| 158 | Math Booster Grade 4 | RBP | In-House | ✓ | 6/6/04 | ✓ | |
| 159 | Reading Booster Grade 1 | RBP | In-House | ✓ | 6/6/04 | ✓ | |
| 160 | Reading Booster Grade 2 | RBP | In-House | ✓ | 6/6/04 | ✓ | |
| 161 | Reading Booster Grade 3 | RBP | In-House | ✓ | 6/6/04 | ✓ | |
| 162 | Reading Booster Grade 4 | RBP | In-House | ✓ | 6/6/04 | ✓ | |
| 163 | Phonics Booster Grade 1 | RBP | In-House | ✓ | 6/6/04 | ✓ | |
| 164 | Phonics Booster Grade 2 | RBP | In-House | ✓ | 6/6/04 | ✓ | |
| 165 | Phonics Booster Grade 3 | RBP | In-House | ✓ | 6/6/04 | ✓ | |
| 166 | Subtraction Booster Grade 1 | RBP | In-House | ✓ | 6/6/04 | ✓ | |
| 167 | Subtraction Booster Grade 2 | RBP | In-House | ✓ | 6/6/04 | ✓ | |
| 168 | Multiplication Booster Grade 3 | RBP | In-House | ✓ | 6/6/04 | ✓ | |
| 169 | Word Problems Booster Grade 4 | RBP | In-House | ✓ | 6/6/04 | ✓ | |
| 170 | Grammar Booster Grade 4 | RBP | In-House | ✓ | 6/6/04 | ✓ | |
| 171 | Miscellaneous | | | | | | |
| 172 | Summer Traveler | RBP | In-House | ✓ | 6/9/04 | ✓ | |
| 173 | Summer Dailies | VanLeeuwen / Armstrong / Terrill / Sparks | Work for Hire | ✓ | 6/6/04 | ✓ | |
| 174 | Summer Journal | | | | | | |
| 175 | Summer Bridge Activities | | | | | | |
| 176 | Canada | | | | | | |
| 177 | Grade K-1 | RBP | 8/7/00 and 5/4/04 | ✓ | | ✓ | |
| 178 | Grade 1-2 | RBP | 8/7/00 and 5/4/04 | ✓ | | ✓ | |
| 179 | Grade 2-3 | RBP | 8/7/00 and 5/4/04 | ✓ | | ✓ | |
| 180 | Grade 3-4 | RBP | 8/7/00 and 5/4/04 | ✓ | | ✓ | |
| 181 | Grade 4-5 | RBP | 8/7/00 and 5/4/04 | ✓ | | ✓ | |
| 182 | Grade 5-6 | RBP | 8/7/00 and 5/4/04 | ✓ | | ✓ | |
| 183 | Summer Quest | | | | | | |
| 184 | Zoo Game CD-ROM | Chares and Matt Arnold / RBP | Work for Hire | ✓ | | ✓ | |
| 185 | Museum Game CD-ROM | Chares and Matt Arnold / RBP | Work for Hire | ✓ | | ✓ | |

EXHIBIT A

| 205 | A | B | C | D | E | F | G | H |
|-----|---|---|---|---|---|---|---|---|
| 206 | SR = application made for special relief (accepting later edition for deposit copy) | | | | | | | |
| 207 | cor = correction requested by Copyright Office made and resubmitted | | | | | | | |
| 208 | edl = edition | | | | | | | |
| 209 | N.A. = not applicable | | | | | | | |
| 210 | Exceptions, limitations or deficiencies: | | | | | | | |
| 211 | <p>1. As indicated under the "non-exclusive rights" column heading, the following titles are subject to the rights of other parties: Reading Bridge Grade 1, Summer Activities Grade 1-2, Summer Bridge Reading Activities Grade 2-3, Summer Bridge Reading Activities Grade 3-4, Reading Connection Grade 4, Reading Connection Summer Bridge Activities 7-8. The authors of Reading Bridge Grade 1, Summer Bridge Reading Activities Grade 1-2, Summer Bridge Reading Activities Grade 3-4 own rights as to personal use of such works, all as set forth in the parties' independent contractor agreement for each such work. Reading Activities Grade 3-4 own rights as to personal use of such works, all as set forth in the parties' independent contractor agreement for each such work. That certain Independent Contractor Agreement dated February 7, 2003 by and between Rainbow Enterprises, Inc., a Utah corporation, dba Rainbow Bridge Publishing, the place "Day of the Bear" is used in Reading Connection Grade 4 by permission of Ms. McElhohn, who is the author. With respect to Reading Connection Summer Bridge Activities 7-8, certain stories used in such works were published by permission of the authors of such stories without an assignment of copyright.</p> | | | | | | | |
| 212 | <p>2. Pursuant to the terms of the respective agreements for the creation of the following works, Rainbow Bridge Publishing agreed to grant reasonable requests materials created for such works in other publications that do not compete in the market for which such works were intended: Reading Connection Grade 2, Reading Connection Grade 4, Reading Connection Grade 5, Reading Connection Grade 6, Skill Builders Reading Grade 4, Skill Builders Reading Grade 5, Skill Builders Reading Grade 6 and Skill Builders Phonics Grade 2.</p> | | | | | | | |
| 213 | <p>3. To Sellers' knowledge, except as indicated under the "C-Right Submitted" and the "C-Right Registered" column headings, Sellers have made all registrations preserve Sellers' rights in the intangibles listed above. To Sellers' knowledge, except as indicated in notes 4, 6 and 7 below, there are no other intangibles for filings are necessary to preserve Sellers' rights in such intangibles.</p> | | | | | | | |
| 214 | <p>4. Sellers have filed trademark applications with the United States Patent and Trademark Office for the following Trademarks: Summer Quest, Summer Bridge Braids. Sellers make no representation or warranty with respect to the necessity of further registration or filing of any of the following names for preservation of names: Rainbow Bridge, Winter Bridge Activities, Summer Bridge Middle School, Rainbow Bridge Publishing, Summer Bridge, Skill Mill, Bridges Educational Education Publishing, and any other trade name or derivative thereof used in the business.</p> | | | | | | | |
| 215 | <p>5. As indicated in the columns with the headings "Rights" and "Pay Out," there are obligations to make payments with respect to royalty and pay out obligation contracts.</p> | | | | | | | |
| 216 | <p>6. As indicated, Zoo Game CD-ROM and Museum Game CD-ROM have not been produced; therefore, Seller makes no representation or warranty regarding the Also, the following works have not been created: World Problems Grade 2 (2005), Geometry Level 2 (2005), Division Level 2 (2005), Fractions, Decimals, and Colors and Shapes (2005); Spanish Level 3 (2005); Hidden Pictures (2005); American Presidents Grade 4-5 (2005); Hands-on Projects (2005); Geography "U Mad Libs (2005); and Introduction to Music (2005); therefore, Seller makes no representation or warranty regarding the copyright of such works.</p> | | | | | | | |
| 217 | <p>7. Copyrights for the following artwork have been registered: Underwater Addition Mission, Extreme Action Subtraction, World Vacation Multiplication and Deep Except for the foregoing, no registrations or filings have been made to preserve Seller's rights in any artwork included as intangibles separate from the registrar this schedule. With respect to any artwork created by an independent contractor for the business (other than the artwork produced and assigned under the agreement 113-119 and 169-176 on Schedule 1.1e), no representation or warranty is made regarding the ownership or copyright of such artwork.</p> | | | | | | | |

EXHIBIT A

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
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| Non-exclusive rights | | | | | | | | | | | | | | | | | | | | | | | |

EXHIBIT A

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| 80 | 79 | 78 | 77 | 76 | 75 | 74 | 73 | 72 | 71 | 70 | 69 | 68 | 67 | 66 | 65 | 64 | 63 | 62 | 61 | 60 | 59 | 58 | 57 | 56 | 55 | 54 | 53 | 52 | 51 | 50 | |
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EXHIBIT A

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| 210 | Bridge Reading ion Grade 5 and 3. Summer Bridge rsuant to the terms of fishing and weekly ction Grade 5 and |
| 211 | I the authors to reprint ding Connection Grade # Builders Reading |
| 212 | nd filings necessary to hich registrations and |
| 213 | Activities and Summer rights in any such aterials, Federal |
| 214 | under the applicable |
| 215 | copyright of these titles, ercent's Level 2 (2005); Grades 4-5 (2005); |
| 216 | Space Division Fission, uns or filings listed on ements listed as Nos. |
| 217 | |

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (hereinafter "Agreement") is entered into this 7 day of December, 2004, by and between Rainbow Snow, Inc., doing business as Rainbow Bridge Publishing, a Utah corporation, Scott G. Van Leeuwen and Michele D. Van Leeuwen (collectively referred to herein as "Sellers") and Carson-Dellosa Publishing, Inc., a North Carolina corporation ("Purchaser") (both Sellers and Purchaser will be collectively referred to as "the parties").

For purposes of this Agreement, the effective date of this Agreement is stipulated by the parties hereto to be October 31, 2004 (hereinafter "the Effective Date"). For purposes of this Agreement, the reference date of this Agreement is stipulated by the parties to be May 31, 2004 (hereinafter "the Reference Date"). For purposes of this Agreement, the closing date of this Agreement is stipulated by the parties to be December 1, 2004 (hereinafter "the Closing Date").

In consideration of the mutual covenants and agreements entered into herein, the parties agree as follows:

ARTICLE I

PURCHASE AND SALE OF ASSETS

1.1 **Purchased Assets and Assumed Liabilities.** Upon the terms and subject to the conditions set forth in this Agreement, except for the Excluded Assets (as defined in Paragraph 1.2), Sellers will sell, convey, assign, transfer, and deliver to Purchaser, and Purchaser will purchase from Sellers all of Seller's right, title and interest in and to the assets used in Sellers' publishing business (hereinafter "Business"), including without limitation, those assets identified below (hereinafter "the Purchased Assets") as of the Effective Date of this Agreement and will assume specific liabilities of the Business (hereinafter "the Assumed Liabilities") as set forth below as of the Effective Date of this Agreement, which purchase will be referred to herein as the "Acquisition":

- a. All of Sellers' cash on hand generated from the Business;
- b. All of Sellers' physical and/or tangible publishing inventory, other goods held in any and all capacities for publishing and related sales in the Business, and all other stock in trade and merchandise in Sellers' inventory that relate to the Business as of the Effective Date (hereinafter "Inventory"), including without limitation, that shown on the attached Schedule 1.1b, which Schedule is based on the Sellers' good faith best estimate of such items and/or values as they existed on the Effective Date;
- c. All of the interest of the tenant in any interests in real property leases on the premises which the Sellers' Business occupies as a tenant as of the Effective Date, including without limitation, those identified on the attached Schedule 1.1c., which Schedule is based on the Sellers' good faith best estimate of such items and/or values as they existed on the Effective Date;
- d. Except for those assets not related to the Business (as set out in Schedule 1.2c) and all buildings and other real property, all of Sellers' fixed assets used in the Business (hereinafter "Fixed Assets"), including but not limited to those items listed on the attached Schedule 1.1d., which Schedule is based on the Sellers' good faith best estimate of such items and/or values as they existed on the Effective Date;
- e. All of Sellers' contracts as of the Effective Date related to the Business, including but not limited to contracts and options to enter into contracts with authors and other parties for the creation, writing, production, assignment, transfer, purchase or other acquisition of products and Intangibles (as defined below), contracts with distributors, wholesalers and independent salespersons or outlets for the products, royalty agreements and other contracts for the benefit of the Business (hereinafter "Customer Contracts") including without limitation, those

shown on the attached Schedule 1.1e., which Schedule is based on the Sellers' good faith best estimate of such items and/or values as they existed on the Effective Date;

- f. All of Sellers' accounts receivable related to the Business earned but not paid as of the Effective Date (hereinafter "Accounts Receivable"), including without limitation, those shown on Schedule 1.1f., which Schedule is based on the Sellers' good faith best estimate of such items and/or values as they existed on the Effective Date;

- g. Except for the exclusion in Paragraphs 1.2a and 1.2e, all of the intellectual and/or intangible property rights in and to the Business, to the full extent they may exist (with all registrations and renewals thereof) in every jurisdiction of the world, under statute or common law, including without limitation: copyrights (whether or not registered and all applications in respect thereof); trademarks (whether or not registered and all applications in respect thereof), trade names, assumed names, DBA's, service marks (whether or not registered and all applications in respect thereof), brands, symbols, and derivatives thereof under which Sellers have conducted their Business; all of Sellers' customer and price lists; all of Sellers' patents (and all applications therefore), all final fully-edited works, as well as, any and all drafts and editor's notes in respect thereof, whether or not published; packaging; artwork; photographs; websites, interactive web products, computer software and data bases and related documentation; licenses agreements to use any of the foregoing by the Sellers in the conduct of the Business; the goodwill of the Business as a going concern; and all trade secrets and other confidential information including, without limitation, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), improvements thereto, know-how, marketing, manufacturing and operating processes and techniques, drawings, specifications, designs, plans, proposals, technical copyrightable works, financial and marketing plans and information used in the Business, and copies, tangible

embodiments and prototypes thereof (all of the foregoing in this Paragraph, collectively referred to hereinafter as "Intangibles"). For clarity, Intangibles will include, without limitation, those items outlined in Schedule 1.1g., which Schedule is based on the Sellers' good faith best estimate of such items and/or values as they existed on the Effective Date;

- h. All of Sellers' books and records, whether in hard form or on computer disks, which related in any way or arise from the Business provided the Seller shall be entitled to retain and/or obtain complete copies of the same from time to time;
- i. As the Assumed Liabilities, Purchaser will assume all disclosed accounts payable and accrued liabilities associated with the Business, as specifically contained in the attached Schedule 1.1i. (hereinafter "Assumed Accounts Payable/Liabilities"), which Schedule is based on the Sellers' good faith best estimate of such items and/or values as they existed on the Effective Date, and excluding any and all accounts payable, liabilities, debts, loans and all other obligations of Sellers beyond those specifically agreed to and identified in said Schedule and in Paragraphs 1.1j., 1.1k., 1.1l. and 1.1m.;
- j. As further Assumed Liabilities, the payment of or reimbursement of Scott and Michele Van Leeuwen for any federal or state income tax they pay or have paid during and with respect to the tax calendar year 2004 as a result of the flow-through tax nature of the Sellers' Business, excluding for greater certainty any tax liability of Sellers associated with any or all of the tax consequences resulting from the acquisition transaction contemplated herein; provided that the amount paid will be the actual tax liability and if the amount can reasonably be reduced by proper tax planning as determined by the consultants of the Sellers, then the lower amount required to satisfy the tax liability will be assumed and paid;

- k. As further Assumed Liabilities, payment at Closing of up to but not exceeding [REDACTED] to terminate the Business' operating lines of credit which are specifically limited to the [REDACTED] loan dated May 14, 2004, [REDACTED] and the [REDACTED]'s Loan dated May 15, 2000 associated with the Business (hereinafter "Operating Lines"); however from the Reference Date to the Effective Date, all cash generated from the Business shall be used exclusively to fund business expenses or the repayment of Operating Lines only and except for payments to Scott and Michele Van Leeuwen for (a) an average of [REDACTED] per month inclusive of all personal expenses; and (b) usual and customary health benefits consistent with past practice (the Shareholder Payments) no amounts from such Operating Lines nor from cash generated from the Business will be used for any other business or purpose other than the Business, nor for Scott and Michele Van Leeuwen and any of Sellers' employees' personal expenses of any kind whatsoever, including but not limited to, non-business travel, entertainment, purchase of personal assets, repayment of personal loans, car payments, etc. If the Operating Lines have been repaid from cash flow from Sellers' Business, then no amount will be required under this paragraph;
- l. As further Assumed Liabilities, any liability, obligation or commitment for transfer, documentary, registration value added and other similar taxes incurred in connection with this Agreement or the transaction contemplated hereby; and
- m. As further Assumed Liabilities, all obligations and liabilities arising under Customer Contracts, Intangibles and/or Tenant Leases relating to any period or event after the Effective Date: for greater certainty, any obligation for Customer Contracts, Intangibles and/or Tenant Leases relating to periods or events occurring prior to the Effective Date are the obligation of the Sellers, excluding product returns which, subject to

Paragraph 1.6, are the responsibility of the Purchaser as an Assumed Liability.

1.2 Excluded Assets. Notwithstanding the foregoing, Purchased Assets do not include the following ("Excluded Assets"):

- a. Ownership in Sellers' businesses other than the Business, including but not limited to Rainbow Snow, Inc. and Cool Pools, or any affiliates or subsidiaries of Sellers not included in the Business;
- b. Any and all loans, receivables, debts, obligations or other liabilities owed to the Business by shareholders, officers, employees, agents, principals or affiliates of the Sellers or the Business;
- c. All other specific non-Business assets of the Sellers including but not limited to those assets outlined in Schedule 1.2c., which Schedule is based on the Sellers' good faith best estimate of such items and/or values as they existed on the Effective Date;
- d. Except as expressly provided in Schedule 1.1d hereof and except for trade fixtures used in the Business, all buildings, real property improvements, and items permanently affixed to the buildings and real property owned by the Sellers, whether or not used in the Business;
- e. Any trade secrets and other confidential information, including without limitation, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), improvements thereto, know how, marketing, manufacturing and operating processes and techniques, drawings, specifications, designs, plans, proposals, technical copyrightable works, financial and marketing plans and information relating to that segment of the Business relating to grade 9 and higher grades [which is understood to not currently exist in any tangible form], and designs, construction and installation for display signs, and copies,

tangible embodiments and prototypes thereof (in whatever form or medium); however it being understood that this paragraph specifically excludes the use of the names Rainbow Bridge, Winter Bridge Activities, Summer Bridge Activities, Summer Bridge Middle School, Rainbow Bridge Publishing, Summer Quest, Summer Brains, Summer Bridge, Skill Mill, Bridges Educational Materials, Federal Education Publishing, and any other trade name or derivative thereof used in the Business, which names are part of the Purchased Assets;

- f. All of Sellers' corporate books and records, including without limitation the Articles of Incorporation, Bylaws, minute books, seals, stock records, stock certificates and other similar corporate documents, qualifications to conduct business as a foreign corporation, and returns of taxes for taxes accruing on or before Effective Date;
- g. All rights which accrue to Sellers under this Agreement;
- h. All claims, rights and interest in and to any refund for state or local franchise, income, or other taxes or fees of any nature whatsoever relating to taxes and fees (excluding refunds associated with taxes paid by Purchaser based on a recalculation of taxes related to the Business pursuant to Paragraph 1.1j) and claims against any person other than Accounts Receivable;
- i. All claims, rights, and interests related in any way to any real or personal property not included in the Purchased Assets; and
- j. All insurance policies and proceeds thereof.


1.3 **Excluded Liabilities.** Notwithstanding any other provision of this Agreement and regardless of any disclosure to Purchaser, Purchaser shall not assume any Excluded Liabilities (as hereinafter defined), each of which shall be retained by Sellers whether

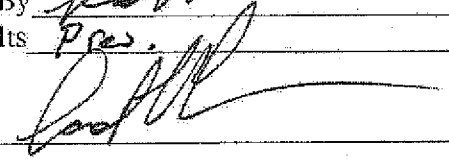
Pages 8 through 38 of this
document are omitted as
immaterial to the recordation
of the assignment.


IN WITNESS WHEREOF, the parties have signed this Agreement the date above given.

RAINBOW SNOW, INC., doing business as

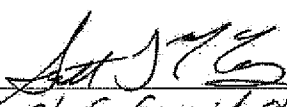
RAINBOW BRIDGE PUBLISHING

By 
Its Pres.


SCOTT G. VAN LEEUWEN


MICHELE D. VAN LEEUWEN

CARSON-DELLOSA
PUBLISHING, Inc.

By 
Its Chief Financial Officer

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