

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Carson-Dellosa Publishing Company, Inc.		12/18/2007	CORPORATION: NORTH CAROLINA

**RECEIVING PARTY DATA**

<b>Name:</b>	Royal Bank of Canada, as Agent
<b>Street Address:</b>	200 Bay Street, 12th Floor, South Tower
<b>Internal Address:</b>	Royal Bank Plaza
<b>City:</b>	Toronto
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5J2W7
<b>Entity Type:</b>	a Bank: CANADA

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	2546894	
Registration Number:	2510181	FOUR-BLOCKS
Registration Number:	2469658	
Registration Number:	2465617	FOUR-BLOCKS
Registration Number:	2455299	
Registration Number:	1755276	
Registration Number:	2258527	REAL SCIENCE - REAL FUN!
Registration Number:	2258526	WILD GOOSE
Registration Number:	3273077	COLORFUL CUT-OUTS
Registration Number:	3368990	DOUBLE SMART POCKET CHART
Registration Number:	3368685	IW INTERVENTIONWORKS
Registration Number:	3368684	LEARN TO READ - READ TO LEARN
Registration Number:	3368680	IW

OP \$390.00 2546894

Registration Number:	3368677	INTERVENTIONWORKS
Registration Number:	2935018	SUMMER BRAINS

**CORRESPONDENCE DATA**

Fax Number: (312)993-9767  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-993-2698  
Email: magdalini.rizakos@lw.com  
Correspondent Name: Mahdalini Rizakos c/o Latham & Watkins  
Address Line 1: 233 S. Wacker Drive, Suite 5800  
Address Line 4: Chicago, ILLINOIS 60606

**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Magdalini Rizakos
Signature:	/mr/
Date:	02/01/2008

**Total Attachments: 6**  
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## Trademark Security Agreement

By this **Trademark Security Agreement**, dated as of December 8, 2007, Carson-Dellosa Publishing Company, Inc. (the "Grantor") hereby grants a security interest in Trademarks registered to the Grantor in favor of Royal Bank of Canada (the "Agent"), pursuant to that certain Amended and Restated Security Agreement dated as of November 26, 2004 between the Agent and the Grantor (as amended and restated from time to time, the "Security Agreement").

WITNESSETH:

WHEREAS, the Grantor owns each of the registered Trademarks listed on Schedule A attached hereto;

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement, dated as of December 18, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Cookie Jar Education Inc. ("Borrower"), CC Acquisitions Holdings Inc. ("Parent"), the financial institutions party thereto (the "Lenders") and the Agent, the Lenders have agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, concurrently with the execution of the Credit Agreement, Grantor executed that certain Master Reaffirmation and Amendment to Collateral Documents, whereby Grantor ratified and reaffirmed its obligations under the Security Agreement;

WHEREAS, in consideration for the extension of credit as set forth in the Credit Agreement and as set forth in the Security Agreement, the Grantor agreed to grant a security interest in Collateral of the Grantor, specifically including any and all Trademarks, in favor of the Agent for the benefit of the Agent and Lenders;

WHEREAS, pursuant to Section 2.4(g) of the Security Agreement, the Grantor is required specifically to do all acts required by the Agent to permit the Agent to perfect its security interest in the Collateral, including Trademarks;

NOW, THEREFORE, in confirmation of the obligations set forth in the Security Agreement, Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to the Agent for the benefit of the Agent and the Lenders a lien on and security interest in and to all of its right, title and interest in, to and under all Trademarks, whether now registered or hereafter registered, of Grantor, including but not limited to those listed on Schedule A attached hereto.

SECTION 3. Security Agreement. The security interest granted by this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Aggregate Accommodations Outstanding (as defined in the Credit Agreement) and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien and security interest in the Trademarks under this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CARSON-DELLOSA PUBLISHING COMPANY,  
INC.

By:   
Name: Scott McCaw  
Title: Treasurer and Chief Financial Officer

Accepted and Agreed:

ROYAL BANK OF CANADA,  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Security Agreement- Carson-Dellosa]

**TRADEMARK**  
**REEL: 003709 FRAME: 0783**

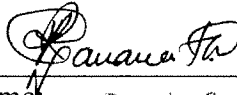
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

CARSON-DELLOSA PUBLISHING COMPANY,  
INC.

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:  
ROYAL BANK OF CANADA,  
as Agent

By:  \_\_\_\_\_  
Name: Renuka Gnanaswaran  
Title: Manager, Agency

**SCHEDULE A**

<b>Trademark Registration Number</b>	<b>Description of Trademark</b>	<b>Company</b>	<b>Filing Date</b>	<b>Registration Date</b>
2546894	Four-Block black and white logo used on video tapes, workshops, and seminars	Carson	02/23/01	3/12/2002
2510181	Words "Four-Blocks" associated with video tapes, workshops, and seminars	Carson	02/01/01	11/20/2001
2469658	Four-Block color logo used on books, charts, posters, stickers, notepads, and other paper products	Carson	06/30/00	7/17/2001
2465617	Words "Four-Blocks" associated with books, charts, posters, stickers, notepads, and other paper products	Carson	05/25/00	7/3/2001
2455299	Four-Blocks black and white logo with silhouetted girl on top used for books, charts, posters, stickers, notepads, and other paper products	Carson	05/25/00	5/29/2001
1755276	Carson-Dellosa logo (giraffe in wheeled cart / wagon)	Carson	06/01/92	3/2/1993
2258527	Words "Real Science - Real Fun!" used on science and craft books, posters, printed manuals and illustrations, shirts, shoes, ties, hats, educational science and hobby craft kits, and for teacher workshops and student workshops	Wild Goose which was merged into Carson	06/13/97	7/6/1999
2258526	Words "Wild Goose" used on science and craft books, posters, printed manuals and illustrations, educational science and hobby craft kits, and for teacher workshops and student workshops	Wild Goose which was merged into Carson	06/13/97	7/6/1999
Pending	Mastering Basic Skills (logo)	Carson	10/30/2006	Pending
3273077	Colorful Cut-Outs	Carson	07/14/06	7/31/2007
Pending	Double SMART (text)	Carson	5/1/2007	
3368990	Double SMART Pocket Chart (logo)	Carson	5/22/2007	1/15/2008
3368685	IW InterventionWorks (and Design)	Carson	5/8/2007	1/15/2008

3368684	Words "LEARN TO READ - READ TO LEARN" on paper goods and printed matter	Carson	5/8/2007	1/15/2008
3368680	Word "IW" (stylized) on electrical and scientific apparatus, paper goods and printed matter	Carson	5/8/2007	1/15/2008
3368677	Word "INTERVENTIONWORKS" on electrical and scientific apparatus, paper goods and printed matter	Carson	5/8/2007	1/15/2008
2935018	Words "SUMMER BRAINS"	Rainbow Bridge*	3/9/2004	3/22/2005

\* Carson-Dellosa Publishing Company, Inc.d/b/a Rainbow Bridge Publishing, Inc.