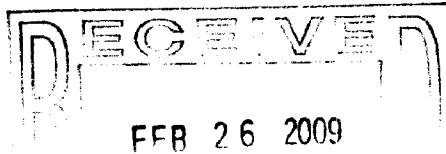


2/26/09



03-02-2009

Form PTO-1594 (Rev. 10-08)  
OMB Collection 0651-0027 (exp. 11/30/2008)

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**



103550453

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

KNOWLEDGE ADVENTURE, INC.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) 2/20/09

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Venture Lending & Leasing V. Inc.

Internal Address: \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 2010 North First Street

City: San Jose

State: CA

Country: US Zip: 95131

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Maryland
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,344,056; 1/526,628; 1,932,875; 2,601,761; 2,450,090; 1,892,033;  
2,337,590; 1,969,516;

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Jeffrey T. Klugman

Internal Address: \_\_\_\_\_

Street Address: 4 Embarcadero Center, Suite 4000

City: San Francisco

State: CA Zip: 94111

Phone Number: 415-981-1400

Fax Number: 415-777-4961

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

70

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** 1,765.00

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

02/27/2009 NJAMA1 00000035 1344856

Deposit Account Number 48.00 OP

Authorized User Name 02 FC:8522 1725.00 OP

**9. Signature:**

Signature  
Jeffrey T. Klugman  
Name of Person Signing

2/18/09

Date

Total number of pages including cover sheet, attachments, and document: 23

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK  
REEL: 003945 FRAME: 0781**

Recordation Cover Sheet  
For Assignment of Knowledge  
Adventure, Inc. Trademarks

Serial Number Application Number/  
Trademark Number

1,969,517  
1,974,678  
2,337,586  
1,804,246  
2,409,216  
2,320,312  
1,853,532  
1,310,853  
1,498,385  
2,564,346  
1,522,483  
1,822,053  
2,356,767  
2,460,530  
2,189,534  
2,189,535  
2,189,537  
2,189,554  
2,203,057  
2,189,556  
2,189,555  
2,272,487  
2,462,886  
2,499,110  
2,585,613  
2,601,370  
2,830,250  
2,145,124  
2,473,819  
2,499,700  
2,100,597  
2,100,596  
2,102,487  
2,102,486  
2,115,309  
2,136,628  
2,196,129  
2,106,124  
2,106,123  
3,175,354  
2,600,108  
2,504,091  
2,007,427  
2,016,775  
2,043,236  
2,246,303  
2,321,669  
1,532,802  
2,661,156  
1,979,363  
1,988,462  
2,667,534  
2,434,332  
2,432,336

46109/0161  
2/25/09/MVR/359086.1

TRADEMARK  
REEL: 003945 FRAME: 0782

Recordation Cover Sheet  
For Assignment of Knowledge  
Adventure, Inc. Trademarks

Serial Number Application Number/  
Trademark Number

2,769,747  
1,523,338  
1,412,089  
1,994,450  
2,277,218  
1,847,273  
1,522,482  
2,325,166

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of February 20, 2009, by and between KNOWLEDGE ADVENTURE, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING V, INC., a Maryland corporation ("Secured Party").

### RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, and Secured Party, as lender, as such agreement may from time to time be amended, restated, supplemented or otherwise modified (the "Loan Agreement"), Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings 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; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings 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, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would affect Borrower's rights to such trademarks under to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except for Permitted Liens and Transfers that are otherwise permitted under Section 6.5 of the Loan Agreement;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and Transfers that are otherwise permitted under Section 6.5 of the Loan Agreement;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Party within forty-five (45) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any new applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of any material Trademarks, Patents and Copyrights (ii) detect infringements of any material Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which consent shall not be unreasonably withheld;

(f) Grantor shall apply for registration on an expedited basis (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within forty-five (45) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral.

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

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

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, if capable of being cured, such breach is not cured within 45 days after the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to any officer of Grantor; provided, however that if such breach is not capable of being cured within such 45-day period and Grantor timely notifies Secured Party of such fact and Grantor diligently pursues such cure, then the cure period shall be extended to the date requested in Grantor's notice but in no event more than 120 days from the initial breach; provided, further, that such additional 60-day opportunity to cure shall not apply in the case of any failure to perform or observe any covenant which has been the subject of a prior failure within the preceding 180 days or which is a willful and knowing breach by Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR

Address of Grantor:

KNOWLEDGE ADVENTURE, INC.

2377 Crenshaw Boulevard  
Suite 302  
Torrance, CA 90501  
Attn: \_\_\_\_\_

By: 

Name: David N Lord

Its: President & Cbo

SECURED PARTY

Address of Secured Party:

VENTURE LENDING & LEASING V, INC.

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: President

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR

Address of Grantor:

KNOWLEDGE ADVENTURE, INC.

2377 Crenshaw Boulevard  
Suite 302  
Torrance, CA 90501  
[REDACTED]

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

Name: \_\_\_\_\_

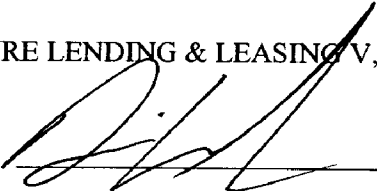
Its: \_\_\_\_\_

SECURED PARTY

Address of Secured Party:

VENTURE LENDING & LEASING V, INC.

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: President

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

Name: David R. Wanek

Its: Vice President

EXHIBIT A

Copyrights

See next pages.

Title	Copyright Number	Copyright Date
3D Dino Adventure (1)	831-625	3/21/1996
Curious George Downtown Adventure (1)	PA 1-122-447	7/25/2002
Dinosaur Adventure 3-D (1)	PA 965-517	10/18/1999
3-D dinosaur adventure - learning science was never this much fun (1)	PA 831-620	3/21/1996
Alge Blaster Plus	Not Registered	Not Registered
Algeblaster	Not Registered	Not Registered
Alge-Blaster 3	TX 4-410-101	12/24/1996
Blaster Classroom	Not Registered	Not Registered
Blaster Learning System 3Rs: Arithmetic: Ages 4-6	Not Registered	Not Registered
Blaster Learning System 3Rs: Math Ages 6-9	Not Registered	Not Registered
Blaster Learning System 3Rs: Math Ages 9-12	Not Registered	Not Registered
Blaster Learning System 3Rs: Reading Ages 6-9	Not Registered	Not Registered
Blaster Learning System 3Rs: Writing Ages 6-9	Not Registered	Not Registered
Blaster Learning System 3Rs: Kid Works Deluxe	Not Registered	Not Registered
Blaster Learning System 3Rs: Reading Blaster 9-12	Not Registered	Not Registered
Blaster Learning System 3Rs: Reading Blaster Ages 4-6 Blaster Learning System 3Rs: Writing 9-12	Not Registered	Not Registered
Blaster Sticker Maker	Not Registered	Not Registered
Blaster Virtual Classroom	Not Registered	Not Registered
Geometry Blaster	Not Registered	Not Registered
High grade fuel: math blaster plus!	TX 2-250-539	12/14/1987
Math and Me	TX 2-635-380	8/14/1989
Math and Me (IBM version)	TX 2-634-305	8/14/1989
Math B +aster 9-12	TX 4-571-452	11/6/1997
Math Blaster Ages 4-6	Not Registered	Not Registered
Math Blaster Ages 5-7	Not Registered	Not Registered
Math Blaster Ages 5-7 Network	Not Registered	Not Registered
Math Blaster Ages 6-7	Not Registered	Not Registered
Math Blaster Ages 6-8	Not Registered	Not Registered
Math Blaster Ages 6-9	Not Registered	Not Registered
Math Blaster Ages 6-9 Network	Not Registered	Not Registered
Math Blaster Ages 7-8	Not Registered	Not Registered
Math Blaster Ages 7-9	Not Registered	Not Registered
Math Blaster Ages 8-9	Not Registered	Not Registered
Math Blaster Algebra	TX 4-571-451	11/6/1997
Math Blaster Classics	Not Registered	Not Registered
Math Blaster Cross Terrain Challenge	1-062-132	8/8/2001
Math Blaster Episode 1	Not Registered	Not Registered
Math Blaster Episode 2 (Lostcity)	Not Registered	Not Registered
Math Blaster for 1 <sup>st</sup> Grade	PA 967-770	12/20/1999
Math Blaster for 2 <sup>nd</sup> Grade	PA 967-769	12/20/1999
Math Blaster for 3 <sup>rd</sup> Grade	PA 967-760	12/20/1999
Math Blaster for 4 <sup>th</sup> Grade	PA 967-761	12/20/1999
Math Blaster for 5 <sup>th</sup> Grade	PA 967-849	12/20/1999
Math Blaster Geometry	Not Registered	Not Registered
Math Blaster Jr.	TX 4-390-801	8/30/1996
Math Blaster Mystery	TX 4-554-157	1/6/1987
Math Blaster Plus!	TX 2-215-812	8/24/1987
Math Blaster Pre-Algebra	Not Registered	Not Registered
Math Blaster!	PA 318-485	1/22/1987
Math Blaster!: Apple version	PA 308-258	11/13/1986
Math Blaster: In Search of Spot	Not Registered	Not Registered
Mega Math Blaster	PA 801-090	9/23/1996
Middle School Excellence	Not Registered	Not Registered
New Math Blaster Plus - Mac	Not Registered	Not Registered
Reading and Me	TX 2-639-240	8/10/1989
Reading and Me	TX 2-671-289	8/10/1989
Reading Blaster (World Snatchers)	Not Registered	Not Registered
Reading Blaster 1st Grade	Not Registered	Not Registered
Reading Blaster 2000	TX 4-405-713	1/2/1997
Reading Blaster Ages 4-6	Not Registered	Not Registered
Reading Blaster Ages 4-6 Stage 2	Not Registered	Not Registered
Reading Blaster Ages 4-6 Network	Not Registered	Not Registered
Reading Blaster Ages 4-6 Stage 1	Not Registered	Not Registered
Reading Blaster Ages 5-6	Not Registered	Not Registered
Reading Blaster Ages 5-7	Not Registered	Not Registered
Reading Blaster Ages 6-7	Not Registered	Not Registered
Reading Blaster Ages 6-8	Not Registered	Not Registered
Reading Blaster Ages 6-9	Not Registered	Not Registered
Reading Blaster Ages 7-8	Not Registered	Not Registered
Reading Blaster Ages 9-12	TX 4-571-449	11/6/1997
Reading Blaster for 1st Grade	PA 967-848	12/20/1999
Reading Blaster for 2nd Grade	PA 967-768	12/20/1999
Reading Blaster for 3rd Grade	PA 967-759	12/20/1999
Reading Blaster for 4 <sup>th</sup> Grade	PA 967-771	12/20/1999
Reading Blaster for 5 <sup>th</sup> Grade	PA 967-772	12/20/1999
Reading Blaster for Kindergarten	PA 967-767	12/20/1999
Reading Blaster Jr.	TX 4-418-747	8/29/1996
Reading Blaster Kindergarten	Not Registered	Not Registered

JLS/355324.2

TRADEMARK  
REEL: 003945 FRAME: 0791

Title	Copyright Number	Copyright Date
Reading Blaster Mystery	Not Registered	Not Registered
Reading Blaster Vocabulary	PA 935-107	3/17/1999
Reading Blaster Vocabulary Ages 9-12	Not Registered	Not Registered Not
Science Blaster	Not Registered	Registered
Science Blaster Jr.	TX 4-405-710	12/16/1996
Spelling Blaster 6-9	PA 914-305	8/3/1998
Talking Math and Me for the Apple IIGS	TX 2-640-366	8/23/1989
Talking Reading and Me for the Apple IIGS	TX 2-658-924	8/24/1989
Word Blaster	TX 4-405-712	11/25/1996
Writing Blaster Ages 6-9	Not Registered	Not Registered
Code Head: Calculated Risk	Not Registered	Not Registered
Code Head: X-Treme Culture	Not Registered	Not Registered
Dino Battles (1)	Not Registered	Not Registered
Action Reaction	PA 96-843	11/5/1999
Thinking Games - IQ Adventure	PA 917-917	11/12/1998
Lost Mind of Dr. Brain	Not Registered	Not Registered
MindVenture	Not Registered	Not Registered
Thinking Games - Puzzle Madness	PA 917-915	11/12/1998
The Island of Dr. Brain	Not Registered	Not Registered
Time Warp of Dr. Brain	Not Registered	Not Registered
Eat My Dust (2)	Not Registered	Not Registered
Atlas Engine	Not Registered	Not Registered
Broadway Engine	Not Registered	Not Registered
Circus Engine	Not Registered	Not Registered
Ozone Tool	Not Registered	Not Registered
English Express	Not Registered	Not Registered
123 Fun	TX 5-791-485	9/10/2003
1st Grade Environment	TX 5-333-949	1/17/2001
1st Grade Math Readiness	TX 5-244-961	1/23/2001
1st Grade Parts of Speech	TX 5-367-203	3/14/2001
1st Grade Time & Money	TX 5-244-965	1/23/2001
2nd Grade Math Workshop	TX 5-244-966	1/23/2001
2nd Grade Time & Money	TX 5-244-967	1/23/2001
ABC Fun	TX 5-793-483	9/10/2003
CJ and the Mysterious Map	TX 5-200-806	6/14/2000
Davidson's Learning Center Series: 3rd grade	PA 910-332	8/11/1998
Eleanor's enormous ears	TX 5-331-975	1/11/2001
Eleanor's enormous ears	TX 5-367-124	3/14/2001
Entering 2nd Grade	TX 5-550-644	6/21/2002
Entering pre-K	TX 5-550-043	6/21/2002
JumpStart: 2 grade reading & Writing	TX 5-225-778	6/14/2000
JumpStart: pre-K: colors, shapes & sizes	TX 5-225-775	6/14/2000
wild weather day	TX 5-367-557	3/14/2001
JumpStart 2nd grade homework helper	TX 5-485-606	2/21/2002
JumpStart 2nd grade: jumbo workbook	TX 5-354-071	3/19/2001
JumpStart 2nd grade: reading & social studies	TX 5-354-073	3/19/2001
Jumpstart Advanced	PA 1-116-783	7/25/2002
JumpStart Advanced kindergarten	PA 1-116-796	7/25/2002
JumpStart kindergarten: science Re nature	TX 5-412-828	6/26/2001
JumpStart kindergarten: shapes, sizes & sequences	TX 5-269-870	1/11/2001
JumpStart kindergarten: 1-opsalofsgarden	TX 5-367-556	3/14/2001
JumpStart prep	TX 5-550-796	6/21/2002
Jumpstart: 1 grade math	TX 5-225-777	6/14/2000
JumpStart: 1grade phonics	TX 5-225-045	6/14/2000
JumpStart: 1 grade reading	TX 5-225-036	6/14/2000
JumpStart: 2nd grade math	TX 5-225-034	6/14/2000
JumpStart 2nd Grade Phonics	TX 5-225-033	6/14/2000
Jumpstart: kindergarten math readiness	TX 5-225-031	6/14/2000
JumpStart: kindergarten reading readiness	TX 5-225-032	6/14/2000
JumpStart Pre-K Counting 1-20	TX 5-225-779	6/14/2000
JumpStart Pre-K Uppercase Letters	TX 5-225-780	6/14/2000
Jump*Start 1 <sup>st</sup> Grade	PA 831-622	3/21/1996
Jump*Start 1 <sup>st</sup> Grade Math	PA 871-437	12/18/1997
Jump*Start 1st Grade Reading	PA 842-145	10/24/1997
Jump*Start 2nd Grade	PA 831-619	11/15/1996
Jump*Start 2nd Grade Math	PA 871-439	12/18/1997
Jump*Start 3rd Grade	PA 840-80..	12/16/1996
Jump*Start 4 <sup>th</sup> Grade	PA 840-865	12/16/1996
Jump*Start 5 <sup>th</sup> Grade	PA 842-146	10/24/1997
Jump*Start Baby	PA 905-178	7/14/1998
Jump*Start Kindergarten	PA 868-852	10/24/1997
Jump*Start Kindergarten	PA 831-630	3/21/1996
Jump*Start Kindergarten Reading	PA 840-866	12/16/1996
Jump*Start pre-K	PA 840-864	12/16/1996
Jump*Start Toddlers	PA 831-621	3/21/1996
JumpStart Typing	PA 842-141	10/27/1997
JumpStart 1st grade: jumbo workbook	TX 5-354-068	3/19/2001
JumpStart 1st grade: sounds	TX 5-354-066	3/19/2001

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Title	Copyright Number	Copyright Date
JumpStart 1st grade: super spelling	TX 5-354-065	3/19/2001
JumpStart 1st - 3rd Grade Learning Playground	Not Registered	Not Registered
JumpStart 2 <sup>nd</sup> grade: parts of speech	TX 5-354-063	3/19/2001
JumpStart 2 <sup>nd</sup> grade: spelling challenge	TX 5-354-067	3/19/2001
JumpStart 6th Grade	PA 917-914	11/12/1998
JumpStart ABC's	PA 965-510	11/9/1999
JumpStart Advance 1St Grade	Not Registered	Not Registered
JumpStart Advance 2 <sup>nd</sup> Grade	Not Registered	Not Registered
JumpStart Advance 3rd Grade	Not Registered	Not Registered
JumpStart Advance 4th Grade	Not Registered	Not Registered
JumpStart Advance 5th/6th Grade	Not Registered	Not Registered
JumpStart Advance Kindergarten	Not Registered	Not Registered
JumpStart Advanced PreSchool	Not Registered	Not Registered
JumpStart Advanced Toddler	Not Registered	Not Registered
Jumpstart Animals	Not Registered	Not Registered
JumpStart Artist	PA 973-405	12/29/2000
JumpStart Baby	PA 1-023-125	12/6/2000
JumpStart Character: Casey (The Cat)	VA 1-138-548	4/10/2002
Jumpstart Character: CJ (The Frog)	VA 1-138-547	4/10/2002
JumpStart Character: Edison (The Firefly)	VA 1-138-546	4/10/2002
JumpStart Character: Hopsalot (The Rabbit)	VA 1-138-545	4/10/2002
JumpStart Character: Kisha (The Koala)	VA 1-138-544	4/10/2002
JumpStart Character: Pierre (The Polar Bear)	VA 1-138-543	4/10/2002
JumpStart Classics Line	Not Registered	Not Registered
JumpStart Dino Adventure	PA 1-063-139	10/25/2001
Jumpstart Karaoke	Not Registered	Not Registered
JumpStart kindergarten sounds & letters	TX 5-276-648	9/19/2000
JumpStart Learning Games	Not Registered	Not Registered
JumpStart Learning Games ABC's	PA 960-094	5/10/2000
JumpStart Learning Games Music	PA 917-918	11/12/1998
JumpStart Learning Games Numbers	PA 923-316	11/12/1998
JumpStart Learning Games Phonics	PA 1-009-455	5/10/2000
JumpStart Learning Games Spelling	PA 917-919	11/12/1998
JumpStart Learning PlayGradeound	Not Registered	Not Registered
JumpStart Longhorn	Not Registered	Not Registered
JumpStart Math for Kindergartners	PA 881-721	2/12/1999
JumpStart Math Kindergarten	Not Registered	Not Registered
JumpStart Phonics	PA 963-527	1/27/2000
JumpStart Phonics	PA 965-509	11/9/1999
JumpStart pre-K: following directions	TX 5-354-064	3/19/2001
JumpStart Prep	TX 5-558-375	7/1/2002
JumpStart Preschool	PA 917-916	11/12/1998
JumpStart Preschool Getting A Head Start on Education	PA 817-232	09/5/1995
JumpStart Reading 2nd Grade	Not Registered	Not Registered
JumpStart Reading for Second Graders	PA 941-815	2/12/1999
JumpStart Reading Kindergarten	Not Registered	Not Registered
JumpStart Reading 2 <sup>nd</sup> 4 Grade	Not Registered	Not Registered
JumpStart Spanish	PA 876-402	12/23/1997
JumpStart Spelling	Not Registered	Not Registered
JumpStart Spy Master: Max	PA 1-060-252	10/25/2001
JumpStart Spy Masters: Max Strikes Back	PA 1-060-252	10/25/2001
JumpStart Spy Masters: Unmask the Prankster	PA 1-060-254	10/25/2001
JumpStart Study Helpers-Math	Not Registered	Not Registered
JumpStart Study Helpers-Spell	Not Registered	Not Registered
JumpStart Typing	Not Registered	Not Registered
JumpStart Wildlife Safariin	PA 1-067-690	11/9/2001
JumpStart: Explorers	PA 1-065-532	11/9/2001
JumpStart: LanguagesTm	PA 1-065-535	11/9/2001
JumpStart: kindergarten lowercase letters	TX 5-225-035	6/14/2000
JumpStart: letter games: pre-K	TX 5-279-959	9/13/2000
JumpStart: prefixes & suffixes: 2 <sup>nd</sup> grade	TX 5-279-958	9/13/2000
Jumpstart: rhyming words: pre-K	TX 5-279-957	9/13/2000
JumpStart: vowels & consonants: 1u grade	TX 5-279-960	9/13/2000
Just in time!	TX 5-230-175	6/14/2000
Kindergarten	TX 5-367-200	3/14/2001
Kindergarten storytelling	TX 5-367-201	3/14/2001
Kindergarten time & measurement	TX 5-244-962	1/23/2001
Kindergarten: reading & writing	TX 5-367-194	3/14/2001
Lost and found in jump start town	TX 5-230-173	6/14/2000
Pre-K thinking skills	TX 5-333-948	1/17/2001
Pre-K word games	TX 5-367-203	3/14/2001
Pre-K: match & remember	TX 5-367-196	3/14/2001
Rain, rain, go away!	TX 5-230-174	6/14/2000
The great paint problem	TX 5-367-125	3/14/2001
Who Left the Juice	Not Registered	Not Registered
KA Classroom 1 <sup>st</sup> Grade	Not Registered	Not Registered
KA Classroom 2 <sup>nd</sup> Grade	Not Registered	Not Registered
KA Classroom 3 <sup>rd</sup> Grade	Not Registered	Not Registered

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Title	Copyright Number	Copyright Date
KA Classroom K	Not Registered	Not Registered
Go Fish	PA 923-340	11/24/1998
Kid Pilot	PA 923-329	11/24/1998
Kid Cad	Not Registered	Not Registered
Kid Keys	Not Registered	Not Registered
Kid Keys - DOS	Not Registered	Not Registered
Kid Keys 2	Not Registered	Not Registered
Kid Keys 2 Network	Not Registered	Not Registered
Kid Phonics 1	Not Registered	Not Registered
Kid Phonics 2	TX 4-420-785	10/21/1996
Kid Works	Not Registered	Not Registered
Kid Works 2 Mac	Not Registered	Not Registered
Kid Works 3	Not Registered	Not Registered
Kid Works Bilingual French	Not Registered	Registered
Kid Works Deluxe	TX 4-542-622	1/24/1997
Kid Works Deluxe Network	Not Registered	Not Registered
Kid Works Month by Month	Not Registered	Not Registered
Multimedia Workshop	PA 840-871	9/24/1996
The Cruncher	TX 4-418-748	9/21/1996
The Cruncher 2	Not Registered	Not Registered
The Cruncher Bilingual	Not Registered	Not Registered
The Cruncher Deluxe	Not Registered	Not Registered
Grammar Games	Not Registered	Not Registered
Homeworker	Not Registered	Not Registered
Knowledgeland	Not Registered	Not Registered
My First Encyclopedia	Not Registered	Not Registered
Math Excellence	Not Registered	Not Registered
Newtons Quest 4 Grade	Not Registered	Not Registered
Newtons Quest 5 Grade	Not Registered	Not Registered
Newtons Quest 6 <sup>th</sup> Grade	Not Registered	Not Registered
Newtons Quest 7 <sup>th</sup> Grade	Not Registered	Not Registered
After the Beanstalk	Not Registered	Not Registered
Baxter's Birthday	Not Registered	Not Registered
Fazooli's Day at the Beach	Not Registered	Not Registered
Louie LumpField	Not Registered	Not Registered
The Lie	Not Registered	Not Registered
Yolanda Yelis A Lot	Not Registered	Not Registered
Read n' Roll	TX-2-675-357	8/4/1989
Read n' Roll	TX 2-637-261	8/14/1989
French for the Real World	PA 912-157	10/5/1989
Grammar for the Real World	PA 935-104	3/17/1999
Math for the Real World	TX 4-619-615	10/16/1997
Spanish for the Real World	Not Registered	Not Registered
Speed Reader	Not Registered	Not Registered
Ultimate Speed Reader	TX 4-571-450	10/21/1997
Spell It 3	Not Registered	Not Registered
Spell It Deluxe	TX 4-390-802	8/30/1996
Spell It Plus - Mac	Not Registered	Not Registered
Stay Tooned	TX 4-420-787	10/7/1996
Story Club	Not Registered	Not Registered
Superstar Rivals	Not Registered	Not Registered
All in One	Not Registered	Not Registered
All in One	Not Registered	Not Registered
All in One - German	Not Registered	Not Registered
All in One - Japanese	Not Registered	Not Registered
All in One - Mac	Not Registered	Not Registered
Beginner English French Release	Not Registered	Not Registered
Beginner English German Release	Not Registered	Not Registered
Beginner English Italian Release	Not Registered	Not Registered
Beginner English Nordic Release	Not Registered	Not Registered
Business English	Not Registered	Not Registered
Business English - Asian Patch	Not Registered	Not Registered
Business English for French	Not Registered	Not Registered
Business English for German	Not Registered	Not Registered
Business English for Nordic	Not Registered	Not Registered
Business English for Russian	Not Registered	Not Registered
Business English for Swedish	Not Registered	Not Registered
Games in German	Not Registered	Not Registered
Games in Japanese	Not Registered	Not Registered
Games in Spanish	Not Registered	Not Registered
Games: Playing with Language - All in One	Not Registered	Not Registered
Goldilocks and the Three Bears English and Spanish	Not Registered	Not Registered
Goldilocks and the Three Bears French	Not Registered	Not Registered
Goldilocks and the Three Bears in English	PA 643-474	N/A
Goldilocks and the Three Bears in Japanese	Not Registered	Not Registered
Goldilocks and the Three Bears in Spanish	PA 643-475	N/A
Goldilocks and the Three Bears Spanish & French	Not Registered	Not Registered
Habla Aleman	Not Registered	Not Registered

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Title	Copyright Number	Copyright Date
Habla Francais	Not Registered	Not Registered
Habla Ingles	Not Registered	Not Registered
Habla Italiano	Not Registered	Not Registered
Introductory Games in English	PA 643-480	N/A
Introductory Games in French	PA 643-478	N/A
Introductory Games in German	PA 643-479	N/A
Introductory Games in Japanese	PA 643-477	N/A
Introductory Games in Spanish	PA 643-476	N/A
Kids English	Not Registered	Not Registered
Kids English for German	Not Registered	Not Registered
Kids English for Portuguese	Not Registered	Not Registered
Kids English for Spanish	Not Registered	Not Registered
Language Connect Instaute English	Not Registered	Not Registered
Learn English Your Way	Not Registered	Not Registered
Learn English Your Way for French	Not Registered	Not Registered
Learn English Your Way for German	Not Registered	Not Registered
Learn English Your Way for Japanese	Not Registered	Not Registered
Learn English Your Way for Portuguese	Not Registered	Not Registered
Learn English Your Way for Russian	Not Registered	Not Registered
Learn English Your Way for Spanish	Not Registered	Not Registered
Learn French Your Way	Not Registered	Not Registered
Learn French Your Way - Phoenix Version	Not Registered	Not Registered
Learn French Your Way for Swedish	Not Registered	Not Registered
Learn French Your Way UK Version	Not Registered	Not Registered
Learn Ingles Your Way for Portuguese	Not Registered	Not Registered
Learn Spanish Your Way	Not Registered	Not Registered
Learn Spanish Your Way	Not Registered	Not Registered
Learn Spanish Your Way - Phoenix Version	Not Registered	Not Registered
Learn Spanish Your Way - Swede	Not Registered	Not Registered
Learn Spanish Your Way - UK	Not Registered	Not Registered
Lets Talk French	Not Registered	Not Registered
Lets Talk French and Spanish	Not Registered	Not Registered
Lets Talk German for English	Not Registered	Not Registered
Lets Talk German for French	Not Registered	Not Registered
Lets Talk Italian for English	Not Registered	Not Registered
Lets Talk Italian for French	Not Registered	Not Registered
Mark Shanahans Spanish English Dictionary	Not Registered	Not Registered
Multimedia Language System	Not Registered	Not Registered
Premier English	Not Registered	Not Registered
Self Study Spanish	Not Registered	Not Registered
Self Study Spanish	Not Registered	Not Registered
Self Study Spanish - Culture Break	Not Registered	Not Registered
Smart Start Chinese	Not Registered	Not Registered
Smart Start English	Not Registered	Not Registered
Smart Start English for Portuguese	Not Registered	Not Registered
Smart Start English for Spanish	Not Registered	Not Registered
Smart Start French	Not Registered	Not Registered
Smart Start French for Portuguese	Not Registered	Not Registered
Smart Start French for Spanish	Not Registered	Not Registered
Smart Start German	Not Registered	Not Registered
Smart Start German for Portuguese	Not Registered	Not Registered
Smart Start German for Spanish	Not Registered	Not Registered
Smart Start Hebrew	Not Registered	Not Registered
Smart Start Ingles	Not Registered	Not Registered
Smart Start Italian	Not Registered	Not Registered
Smart Start Japanese	Not Registered	Not Registered
Smart Start Spanish	Not Registered	Not Registered
Smart Start Spanish for Portuguese -	Not Registered	Not Registered
Success in French	Not Registered	Not Registered
Success in Spanish	Not Registered	Not Registered
Triple Play Demo - Comp USA	Not Registered	Not Registered
Triple Play English	Not Registered	Not Registered
Triple Play English	Not Registered	Not Registered
Triple Play English - Nautilus Demo	Not Registered	Not Registered
Triple Play English for Japanese	Not Registered	Not Registered
Triple Play French	Not Registered	Not Registered
Triple Play Plus Chinese	Not Registered	Not Registered
Triple Play Plus English Demos	Not Registered	Not Registered
Triple Play Plus English for French	Not Registered	Not Registered
Triple Play Plus English for German	Not Registered	Not Registered
Triple Play Plus English for Hearing Impaired	Not Registered	Not Registered
Triple Play Plus English for Japanese	Not Registered	Not Registered
Triple Play Plus English for Russian	Not Registered	Not Registered
Triple Play Plus English for Spanish	Not Registered	Not Registered
Triple Play Plus Hebrew	Not Registered	Not Registered
Triple Play Plus Italian	Not Registered	Not Registered
Triple Play Plus Japanese	Not Registered	Not Registered
Triple Play Plus English	TX 4-571-445	N/A

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Title	Copyright Number	Copyright Date
Triple Play Plus! English: ages 9 - adult	TX 4-571-453	N/A
Triple Play Plus! French	TX 4-571-448	N/A
Triple Play Plus! French: ages 9-adult	TX 4-571-454	N/A
Triple Play Plus! German	TX 4-571-447	N/A
Triple Play Plus! Spanish	TX 4-571-446	N/A
Triple Play Plus! Spanish: ages 9-adult	TX 4571455	N/A
Triple Play Spanish	Not Registered	Not Registered
Amazing English Word Attack 3	Not Registered	Not Registered
Ultimate Word Attack	TX 4-502-359	5/9/1997
Word Attack Phial Spanish	TX 2-640-374	8/24/1989
Word Attack	Not Registered	Not Registered
Word Attack 3	Not Registered	Not Registered
Word Attack Plus	Not Registered	Not Registered
Word Attack Plus	TX 2-640-365	8/10/1989
Word Attack Plus - DOS	Not Registered	Not Registered
Word Attack Plus! French	TX 2-640-375	8/24/1989
Word Attack Plus! French	TX 2-640-375	8/24/1989
Word Attack Plus! French	TX 2-640-023	8/23/1989
Word Attack Plus! Spanish	TX 2-640-373	8/24/1989
Word Attack! Apple Version	PA 308-256	11/17/1986
Word Attack! By Davidson & Associates and Richard K. Eckert, Jr.	PA 318-471	1/22/1987
JumpStart Reading With Karaoke	Not Registered	Not Registered
JumpStart Phonics Read & Rhyme	Not Registered	Not Registered
KA Books By You	Not Registered	Not Registered
JumpStart World Kindergarten	Not Registered	Not Registered
JumpStart World 1st Grade	Not Registered	Not Registered
JumpStart World 2nd Grade	Not Registered	Not Registered
JumpStart World Preschool	Not Registered	Not Registered
MathBlaster DS	Not Registered	Not Registered
Early Literacy Building Skills	Not Registered	Not Registered
Early Literacy Comprehension	Not Registered	Not Registered
Early Literacy: Learn at Home	Not Registered	Not Registered
JumpStart World Pet Playground	Not Registered	Not Registered
JumpStart World Preschool ABCs	Not Registered	Not Registered
JumpStart 3D Virtual World Ages 3-5: My First Adventure	Not Registered	Not Registered
JumpStart 3D Virtual World Ages 4-6: The Legend of Grizzly McGuffin	Not Registered	Not Registered
JumpStart 3D Virtual World Ages 5-7: Trouble in Town	Not Registered	Not Registered
JumpStart 3D Virtual World Ages 6-8: The Quest for the Color Meister	Not Registered	Not Registered
KA Academy: Vocabulary & Reading Comprehension	Not Registered	Not Registered
KA Academy: Vocabulary & Reading Interactive Whiteboard	Not Registered	Not Registered
KA Classroom (aka JS Assessment Test)	Not Registered	Not Registered
Math Blaster Master the Basics	Not Registered	Not Registered
Reading Readiness At Home	Not Registered	Not Registered
Reading Readiness	Not Registered	Not Registered

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EXHIBIT B

Patents

Description

Registration/Serial Number

Registration/Application Date

None.

EXHIBIT C

Trademarks

See next pages.

Country	TrademarkName	AppNumber	FileDate	RegDate	RegNumber
US	\$MAN	73/505,335	10/24/84	06/25/85	1,344,056
JP	ACCENT COACH (WITH KATAKANA)	HEI 10-65913	08/04/98	09/24/99	4317576
US	ALGE-BLASTERI	73/733,661	06/13/88	02/28/89	1,526,628
US	AVIATION ADVENTURE	74/572,002	09/12/94	11/07/95	1,932,875
US	BLASTER LEARNING SYSTEM	75/804,123	09/16/99	07/30/02	2,601,761
DE	BLASTERI AND DESIGN	39758403	12/05/97	03/31/98	39758403
US	BLASTER'S UNIVERSE	75/778,434	08/18/99	05/08/01	2,450,090
US	BODY ADVENTURE	74/503,972	03/18/94	05/02/95	1,892,033
FR	COUP DE POUCE	96647678	10/24/96	10/24/96	96647678
FI	DESIGN	199503844	06/30/95	09/13/96	201599
FR	DESIGN (OLD-SUN, MOON, STAR)	95 577815	06/27/95	06/27/95	95 577815
DE	DESIGN (OLD-SUN, MOON, STAR)	39526534 7	06/27/95	03/12/96	39526534
JP	DESIGN (OLD-SUN, MOON, STAR)	H07-064860	06/29/95	11/28/97	4086288
JP	DESIGN (OLD-SUN, MOON, STAR)	H07-064859	06/29/95	12/05/97	4088240
GB	DESIGN (OLD-SUN, MOON, STAR)	2025430	06/29/95	03/29/96	2025430
US	DESIGN (PERSON-STAIRS-STAR)	75/542,000	08/24/98	04/04/00	2,337,590
US	DESIGN (PERSON-SUN-MOON)	74/599,598	11/16/94	04/23/96	1,969,516
US	DESIGN (PERSON-SUN-MOON)	74/599,599	11/16/94	04/23/96	1,969,517
US	DESIGN (PERSON-SUN-MOON)	74/599,472	11/16/94	05/21/96	1,974,678
US	DESIGN (STAIRS AND STAR)	75/541,597	08/24/98	04/04/00	2,337,586
US	DINOSAUR ADVENTURE	74/352,282	01/25/93	11/16/93	1,804,246
US	DR. BRAIN	75/536,954	08/13/98	11/28/00	2,409,216
US	EAT MY DUST	75/486,274	04/10/98	02/22/00	2,320,312
TN	EDUCATION	EE98.1805	11/13/98	11/13/98	EE98.1805
US	ENGLISH EXPRESS	74/379,819	04/19/93	09/13/94	1,853,532
BR	ESCOLA DIVERSAO	821566814	04/22/99	04/29/03	821566814
US	FIRST BYTE (AND DESIGN-FB)	73/426,121	05/16/83	12/25/84	1,310,853
US	FIRST LETTERS AND WORDS (STYLIZED)	73/676,037	08/03/87	08/02/88	1,498,385
FR	FRANKIE	02 3160624	04/19/02	04/19/02	02 3160624
US	GENERATIONYOU	75/930,844	02/28/00	04/23/02	2,564,346
EM	GEOMETRY BLASTER	320937	08/12/96	12/09/98	320937
US	HOMEWORKER	73/733,662	06/13/88	01/31/89	1,522,483
US	ISLAND OF DR. BRAIN	74/284,747	06/12/92	02/15/94	1,822,053
TW	JUMP AHEAD	87043179	09/02/98	10/16/99	871524
GB	JUMP AHEAD	2107592	08/14/96	03/13/98	2107592
US	JUMP START	75/558,011	09/24/98	06/13/00	2,356,767
US	JUMP START (AND DESIGN ARCH)	75/980,266	02/06/98	06/12/01	2,460,530
US	JUMP START 2ND GRADE	74/577,166	09/22/94	09/15/98	2,189,534
US	JUMP START 2ND GRADE	74/577,167	09/22/94	09/15/98	2,189,535
JP	JUMP START 2ND GRADE AND ARCH-OVER-RULER DESIGN	H 08-054406	05/20/96	03/06/98	4120210
US	JUMP START 3RD GRADE	74/591,473	10/27/94	09/15/98	2,189,537
US	JUMP START 4TH GRADE	74/632,529	02/10/95	09/15/98	2,189,554
US	JUMP START 4TH GRADE	74/632,528	02/10/95	11/10/98	2,203,057
US	JUMP START 5TH GRADE	74/632,531	02/10/95	09/15/98	2,189,556
US	JUMP START 5TH GRADE	74/632,530	02/10/95	09/15/98	2,189,555
US	JUMP START 6TH GRADE	74/632,533	02/10/95	08/24/99	2,272,487
EM	JUMP START AND ARCH DESIGN	618934	08/19/97	01/29/99	618934
JP	JUMP START AND ARCH DESIGN	1408-038785	04/10/96	11/14/97	4081790
MX	JUMP START AND ARCH DESIGN (COLOR)	332042	05/11/98	06/30/98	581143
MX	JUMP START AND ARCH DESIGN (COLOR)	332041	05/11/98	08/25/98	585212
MX	JUMP START AND ARCH DESIGN (COLOR)	332039	05/11/98	07/31/98	583472
NZ	JUMP START AND ARCH DESIGN (SERIES)	281697	08/29/97	02/17/00	281697
US	JUMP START AND DESIGN (ARCH)	75/980,234	02/06/98	06/19/01	2,462,886
US	JUMP START AND DESIGN (ARCH)	75/980,794	02/06/98	10/16/01	2,499,110
US	JUMP START AND DESIGN (ARCH)	75/429,836	02/06/98	06/25/02	2,585,613
US	JUMP START AND DESIGN (ARCH)	75/429,793	02/06/98	07/30/02	2,601,370
US	JUMP START AND DESIGN (ARCH)	75/429,797	02/06/98	04/06/04	2,830,250
US	JUMP START AND DESIGN (ARCH/RULER)	75/046,366	01/22/96	03/17/98	2,145,124
US	JUMP START AND DESIGN (ARCH/RULER)	75/046,367	01/22/96	07/31/01	2,473,819
US	JUMP START AND DESIGN (ARCH/RULER)	75/890,978	01/07/00	10/23/01	2,499,700
US	JUMP START FIRST GRADE	74/563,568	08/19/94	09/30/97	2,100,597

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Country	TrademarkName	AppNumber	FileDate	RegDate	RegNumber
US	JUMP START FIRST GRADE	74/563,567	08/19/94	09/30/97	2,100,596
JP	JUMP START FIRST GRADE AND ARCH-OVER-RULER DESIGN	H 08-054405	05/20/96	03/06/98	4120209
US	JUMP START KINDERGARTEN	74/563,568	08/19/94	10/07/97	2,102,487
US	JUMP START KINDERGARTEN	74/563,565	08/19/94	10/07/97	2,102,486
JP	JUMP START KINDERGARTEN AND ARCH-OVER-RULER DESIGN	H 08-054404	05/20/96	03/06/98	4120208
US	JUMP START TODDLERS	75/094,875	04/26/96	11/25/97	2,115,309
US	JUMP START TODDLERS	75/094,851	04/26/96	02/17/98	2,136,628
AU	JUMPSTART	744936	09/25/97	09/25/97	744936
AU	JUMPSTART	744938	09/25/97	09/25/97	744938
CA	JUMPSTART	1008787	03/16/99	04/29/03	TMA580030
CN	JUMPSTART	9800035149	04/14/98	07/14/99	1294978
CN	JUMPSTART	9800035150	04/14/98	07/21/99	1297384
CN	JUMPSTART	9800035152	04/14/98	08/07/99	1300468
CN	JUMPSTART	9800035151	04/14/98	10/14/99	1323762
ID	JUMPSTART	431547	11/18/97	09/02/99	431547
ID	JUMPSTART	431546	11/18/97	09/02/99	431546
ID	JUMPSTART	431545	11/18/97	09/02/99	431545
ID	JUMPSTART	431544	11/18/97	09/02/99	431544
JP	JUMPSTART	9-164172	10/02/97	10/15/99	4324580
MY	JUMPSTART	97/21499	12/12/97	08/10/02	97021499
TH	JUMPSTART	359308	04/30/98	04/30/98	KOR92232
TH	JUMPSTART	359307	04/30/98	04/30/98	KOR98083
TH	JUMPSTART	359309	04/30/98	04/30/98	BOR8735
TH	JUMPSTART	359310	04/30/98	04/30/98	BOR8045
AU	JUMPSTART (SERIES)	744939	09/25/97	09/25/97	744939
AU	JUMPSTART (SERIES)	744937	09/25/97	09/25/97	744937
AU	JUMPSTART (SERIES)	778417	11/13/98	11/13/98	778417
HK	JUMPSTART (SERIES)	13703/97	09/24/97	09/24/97	200009422AA
HK	JUMPSTART (SERIES)	13700/97	09/24/97	09/24/97	14051AD/99
MY	JUMPSTART (SERIES)	97/13913	09/26/97	09/26/97	97013913
NZ	JUMPSTART (SERIES)	301317	11/13/98	07/09/99	301317
NZ	JUMPSTART (SERIES)	282737	09/25/97	09/14/98	282737
NZ	JUMPSTART (SERIES)	282738	09/25/97	09/14/98	
NZ	JUMPSTART (SERIES)	282739	09/25/97	09/14/98	282739
NZ	JUMPSTART (SERIES)	282740	09/25/97	09/29/98	282740
SG	JUMPSTART (SERIES)	11957/97	09/29/97	09/29/97	T97/11957F
SG	JUMPSTART (SERIES)	11959/97	09/29/97	09/29/97	T97/11959B
SG	JUMPSTART (SERIES)	11958/97	09/29/97	09/29/97	T97/11958D
SG	JUMPSTART (SERIES)	11956/97	09/29/97	09/29/97	T97/11956H
US	JUMPSTART 3RD GRADE	74/591,472	10/27/94	10/13/98	2,196,129
AU	JUMPSTART AND ARCH DESIGN (SERIES)	742676	08/28/97	08/28/97	742676
AU	JUMPSTART AND ARCH DESIGN (SERIES)	742678	08/28/97	08/28/97	742678
HK	JUMPSTART AND ARCH DESIGN (SERIES)	12171/97	08/25/97	08/25/97	14049AB/99
HK	JUMPSTART AND ARCH DESIGN (SERIES)	12170/97	08/25/97	08/25/97	10405(A-B)/2000
HK	JUMPSTART AND ARCH DESIGN (SERIES)	12169/97	08/25/97	08/25/97	12805AB/99
MY	JUMPSTART AND ARCH DESIGN (SERIES)	97/18951	12/01/97	08/06/03	97018951
MY	JUMPSTART AND ARCH DESIGN (SERIES)	97/12385	08/30/97	08/30/97	97012385
SG	JUMPSTART AND ARCH DESIGN (SERIES)	10083/97	08/16/97	08/16/97	T97/10083B
SG	JUMPSTART AND ARCH DESIGN (SERIES)	10082/97	08/16/97	08/16/97	T97/10082D
SG	JUMPSTART AND ARCH DESIGN (SERIES)	10085/97	08/16/97	08/16/97	T97/10085I
AU	JUMPSTART AND DESIGN (ARCH)	742677	08/28/97	08/28/97	742677
AU	JUMPSTART AND DESIGN (ARCH)	742675	08/28/97	07/03/98	742675
CA	JUMPSTART AND DESIGN (ARCH)	1008786	03/16/99	04/29/04	TMA608879
ID	JUMPSTART AND DESIGN (ARCH)	426639	11/18/97	03/30/99	426639
ID	JUMPSTART AND DESIGN (ARCH)	426640	11/18/97	03/30/99	426640
ID	JUMPSTART AND DESIGN (ARCH)	426953	11/18/97	03/30/99	426953
ID	JUMPSTART AND DESIGN (ARCH)	426638	11/18/97	03/30/99	426638
JP	JUMPSTART AND DESIGN (ARCH)	9-156105	09/05/97	09/24/99	4317441
TH	JUMPSTART AND DESIGN (ARCH)	359313	04/30/98	04/30/98	BOR10375
TH	JUMPSTART AND DESIGN (ARCH)	359312	04/30/98	04/30/98	KOR92233

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Country	TrademarkName	AppNumber	FileDate	RegDate	RegNumber
TH	JUMPSTART AND DESIGN (ARCH)	359311	04/30/98	04/30/98	KOR100647
TH	JUMPSTART AND DESIGN (ARCH)	359314	04/30/98	04/30/98	BOR8046
CN	JUMPSTART AND DESIGN (ARCH/COLOR)	9800035145	04/14/98	05/28/99	1277944
CN	JUMPSTART AND DESIGN (ARCH/COLOR)	9800035148	04/14/98	07/14/99	1294977
CN	JUMPSTART AND DESIGN (ARCH/COLOR)	9800035147	04/14/98	07/21/99	1297386
CN	JUMPSTART AND DESIGN (ARCH/COLOR)	9800035146	04/14/98	10/14/99	1323763
JP	JUMPSTART AND DESIGN (ARCH/IN KATAKANA)	9-178773	11/20/97	07/30/99	4300000
HK	JUMPSTART AND DESIGN (ARCH/SERIES)	12168/97	08/25/97	08/25/97	9421A-B/2000
NZ	JUMPSTART AND DESIGN (ARCH/SERIES)	281699	08/29/97	09/14/98	281699
NZ	JUMPSTART AND DESIGN (ARCH/SERIES)	281698	08/29/97	09/14/98	281698
NZ	JUMPSTART AND DESIGN (ARCH/SERIES)	281696	08/29/97	09/14/98	281696
SG	JUMPSTART AND DESIGN (ARCH/SERIES)	10084/97	08/16/97		T97/10084J
US	JUMPSTART PRESCHOOL	74/591,474	10/27/94	10/21/97	2,106,124
US	JUMPSTART PRESCHOOL	74/591,471	10/27/94	10/21/97	2,106,123
US	JUMPSTART READING WITH KARAOKE	78605347	04/08/05	05/09/06	3,175,354
EM	KID CAD	343525	08/12/96	08/12/96	343525
EM	KID PHONICS	320929	08/12/96	12/09/98	320929
EM	KID WORKS	335703	08/12/96	10/06/98	335703
MX	KID WORKS	332051	05/11/98	06/29/98	580089
US	KID WORKS	76/019,946	04/05/00	07/30/02	2,600,108
AU	KIDSPACE	875237	05/10/01	05/10/01	875237
CA	KIDSPACE	1102859	05/10/01	01/22/04	TMA600281
HK	KIDSPACE	7457/2001	05/10/01	11/10/00	B7608/2004
HK	KIDSPACE	7458/2001	05/10/01	05/10/01	2004B08417
SG	KIDSPACE	T01/06612C	05/10/01	11/10/00	T01/06612C
US	KIDSPACE	76/162,529	11/10/00	11/06/01	2,504,091
BR	KNOWLEDGE ADVENTURE	821566822	04/22/99	10/22/02	821566822
CA	KNOWLEDGE ADVENTURE		01/27/98	01/27/98	TMA488231
CN	KNOWLEDGE ADVENTURE	9800035153	04/14/98	05/28/99	1277941
CN	KNOWLEDGE ADVENTURE	9800035154	04/14/98	07/14/99	1294980
CN	KNOWLEDGE ADVENTURE	9800035156	04/14/98	07/21/99	1297385
CN	KNOWLEDGE ADVENTURE	9800035155	04/14/98	10/14/99	1323761
EM	KNOWLEDGE ADVENTURE	604660	08/01/97	08/01/97	604660
FI	KNOWLEDGE ADVENTURE	199503843	06/30/95	09/30/96	201844
FR	KNOWLEDGE ADVENTURE	95/577,688	06/26/95	06/26/95	95 577668
DE	KNOWLEDGE ADVENTURE	39526297 6	06/24/95	04/15/96	39526297
HK	KNOWLEDGE ADVENTURE	12175/97	08/25/97	08/25/97	B4386/2000
HK	KNOWLEDGE ADVENTURE	12172/97	08/25/97	08/25/97	B9341/2000
HK	KNOWLEDGE ADVENTURE	12173/97	08/25/97	08/25/97	B9342/2000
HK	KNOWLEDGE ADVENTURE	12174/97	08/25/97	08/25/97	2000B04385AA
ID	KNOWLEDGE ADVENTURE		11/18/97	11/18/97	426666
ID	KNOWLEDGE ADVENTURE	426668	11/18/97	11/18/97	426668
ID	KNOWLEDGE ADVENTURE	426669	11/18/97	11/18/97	426669
ID	KNOWLEDGE ADVENTURE	426667	11/18/97	11/18/97	426667
IL	KNOWLEDGE ADVENTURE	123991	11/19/98	11/19/98	123991
JP	KNOWLEDGE ADVENTURE	H07-064857	06/29/95	02/05/99	4237200
KR	KNOWLEDGE ADVENTURE	98-000205	11/23/99	11/23/99	582
MY	KNOWLEDGE ADVENTURE	97/18826	12/01/97	12/01/97	97018826
MY	KNOWLEDGE ADVENTURE	97/12383	08/30/97	08/30/97	97012383
NZ	KNOWLEDGE ADVENTURE	281518	08/26/97	08/26/97	281518
NZ	KNOWLEDGE ADVENTURE	281519	08/26/97	08/26/97	281519
NZ	KNOWLEDGE ADVENTURE	281521	08/26/97	08/26/97	281521
NZ	KNOWLEDGE ADVENTURE	281520	08/26/97	08/26/97	281520
SG	KNOWLEDGE ADVENTURE	10093/97	08/16/97	08/16/97	T97/10093Z
SG	KNOWLEDGE ADVENTURE	10092/97	08/16/97		T97/10092A
SG	KNOWLEDGE ADVENTURE	10090/97	08/16/97	08/16/97	T97/10090E
TW	KNOWLEDGE ADVENTURE	87015896	04/08/98	07/16/99	112548
TW	KNOWLEDGE ADVENTURE	87015897	04/08/98	02/01/00	881986
TW	KNOWLEDGE ADVENTURE	118059	11/16/99	11/16/99	118059
TH	KNOWLEDGE ADVENTURE	360903	05/26/98	05/26/98	KOR92235
GB	KNOWLEDGE ADVENTURE	2025433	09/20/96	06/29/95	2025433

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US	KNOWLEDGE ADVENTURE	74/565,591	08/25/94	10/15/96	2,007,427
US	KNOWLEDGE ADVENTURE	74/565,593	08/25/94	11/19/96	2,016,775
US	KNOWLEDGE ADVENTURE	75/052,728	02/02/96	03/11/97	2,043,236
EM	KNOWLEDGE ADVENTURE LOGO (NEW - STAIRS AND STAR)	893586	07/30/98	12/21/99	893586
JP	KNOWLEDGE ADVENTURE LOGO (NEW - STAIRS AND STAR)	10-73130	08/28/98	05/26/00	4387284
TW	KNOWLEDGE ADVENTURE LOGO (NEW - STAIRS AND STAR)	(87)043186	09/02/98	03/16/00	885035
MX	KNOWLEDGE ADVENTURE LOGO (NEW, COLOR)	337638	06/29/98	08/25/98	585379
MX	KNOWLEDGE ADVENTURE LOGO (NEW, COLOR)	337640	06/29/98	10/26/98	590753
MX	KNOWLEDGE ADVENTURE LOGO (NEW, COLOR)	337637	06/29/98	08/25/98	585378
MX	KNOWLEDGE ADVENTURE LOGO (NEW, COLOR)	337636	06/29/98	10/26/98	590752
BR	KNOWLEDGE ADVENTURE LOGO (NEW - STAIRS AND STAR)	821065513	09/14/98	02/26/02	821065513
ID	KNOWLEDGE ADVENTURE LOGO (OLD - SUN, MOON, STAR)	428313	11/18/97	11/18/97	428313
ID	KNOWLEDGE ADVENTURE LOGO (OLD - SUN, MOON, STAR)	D97-25232	11/18/97	03/30/99	426952
ID	KNOWLEDGE ADVENTURE LOGO (OLD - SUN, MOON, STAR)	426637	11/18/97	11/18/97	426637
FR	LANGUAGE CONNECT	95600517	11/30/95	11/30/95	95600517
US	LANGUAGE CONNECT	74/683,883	06/02/95	05/18/99	2,246,303
US	LANGUAGE CONNECT	75/659,801	03/15/99	02/22/00	2,321,669
JP	LANGUAGE CONNECT (STYLIZED)	H07-124606	12/04/95	10/03/97	4065076
JP	LANGUAGE CONNECT (STYLIZED)	H07-124605	12/04/95	06/05/98	4152708
FR	LET'S TALK	95600518	11/30/95	11/30/95	95600518
JP	LET'S TALK	H07-124602	12/04/95	10/03/97	4065075
JP	LET'S TALK (STYLIZED)	124601/95	12/04/95	06/05/98	4152707
EM	MATH BLASTER	337428	08/12/96	08/07/03	337428
ZA	MATH BLASTER	1998/23506	12/30/98	12/30/98	1998/23506
ZA	MATH BLASTER	9823504	12/30/98	12/30/98	1998/23504
ZA	MATH BLASTER	9823505	12/30/98	12/30/98	1998/23505
JP	MATH BLASTER (IN KANJI)	7-79232	08/03/95	01/23/98	4104325
USCA	MATH BLASTER I			09/13/84	74384
US	MATH BLASTER I	73/733,659	06/13/88	04/04/89	1,532,802
US	MONTH BY MONTH	75/857,856	11/23/99	12/17/02	2,661,156
MX	MULTIMEDIA WORKSHOP	332054	05/11/98	06/29/98	580090
US	MY FIRST ENCYCLOPEDIA	74/617,709	01/04/95	06/11/96	1,979,363
US	MY FIRST ENCYCLOPEDIA	74/703,949	07/21/95	07/23/96	1,988,482
USOH	ON-SITE ACCOUNTING			02/17/99	1062986
AU	OURFAMILYSPACE	875236	05/10/01	05/10/01	875236
CA	OURFAMILYSPACE	1,102,860	05/10/01	01/23/04	TMA600366
EM	OURFAMILYSPACE	2210458	05/10/01	05/10/01	2210458
SG	OURFAMILYSPACE	T01/06613A	11/10/00	11/10/00	T01/06613A
JP	PLAYING WITH LANGUAGE	H05-016955	02/24/93	06/28/96	3187901
JP	PLAYING WITH LANGUAGE	H05-040869	04/23/93	05/31/96	3156278
EM	READING BLASTER	335059	08/12/96	08/12/96	335059
US	READING BLASTER	75/709,812	05/19/99	12/31/02	2,867,534
US	READING BLASTER	75/709,812	05/19/99	12/31/02	2,867,534
US	SAY IT IN	75/456,419	03/25/98	03/06/01	2,434,332
US	SAY IT IN SPANISH	75/456,420	03/25/98	02/27/01	2,432,336
AR	SCAN COMMAND	2355667	10/12/01	12/04/02	1904990
EM	SCAN COMMAND	2408490	10/12/01	01/05/04	2408490
MX	SCAN COMMAND	512112	10/16/01	08/29/02	761953
US	SCAN COMMAND	76/241,201	04/13/01	09/30/03	2,769,747
EM	SCIENCE BLASTER	335596	08/12/96	08/12/96	335596
US	SPELL IT!	73/733,663	06/13/88	02/07/89	1,523,338

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US	SPELLER BEE (STYLIZED)	73/552,255	08/07/85	10/07/86	1,412,089
FR	SUPERSTAR RIVALS	02 3174180	07/12/02		02 3174180
DE	SUPERSTAR RIVALS			01/10/03	806139
WO	SUPERSTAR RIVALS		01/10/03	01/10/03	806139
IT	SUPERSTAR RIVALS			01/10/03	806139
ES	SUPERSTAR RIVALS			01/10/03	806139
GB	SUPERSTAR RIVALS			01/10/03	806139
US	THE ADVENTURERS	74/563,569	08/19/94	08/20/96	1,994,450
US	TRIPLE PLAY	75/373,505	10/15/97	09/14/99	2,277,218
US	UNDERSEA ADVENTURE	74/340,253	12/15/92	07/26/94	1,847,273
FR	VIRTUAL LANGUAGE LAB	95 600519	11/30/95	11/30/95	95600519
US	Voice Activated Learning	78605286	04/08/05		
US	WORD ATTACK!	73/733,660	06/13/88	01/31/89	1,522,482
EM	WORD BLASTER	337444	08/12/96	10/06/98	337444
US	YOUR WAY	75/373,619	10/15/97	03/07/00	2,325,166

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