

**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
Smarterville Inc.		08/27/2010	CORPORATION: DELAWARE
Smarterville IP, LLC		08/27/2010	LIMITED LIABILITY COMPANY: DELAWARE
Smarterville Educational, LLC		08/27/2010	LIMITED LIABILITY COMPANY: DELAWARE
Smarterville Productions LLC		08/27/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Gibraltar Business Capital, LLC
<b>Street Address:</b>	P.O. Box 46
<b>City:</b>	Deerfield
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60015
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 37**

Property Type	Number	Word Mark
Registration Number:	3277081	WRITEBRAIN
Registration Number:	3723831	HOOKED ON ENGLISH
Registration Number:	3681631	THE SURE THING FOR MATH SUCCESS!
Registration Number:	3671106	THE SURE THING FOR READING SUCCESS!
Registration Number:	3545225	HOOKED ON SPANISH
Registration Number:	3545224	HOOKED ON HANDWRITING
Registration Number:	3494171	THE SURE THING FOR KINDERGARTEN SUCCESS!
Registration Number:	3494170	THE SURE THING FOR PRE-K SUCCESS!
Registration Number:	3403692	HOOKED ON BABY
Registration Number:	2906463	SUNBURST

OP \$940.00 3277081

Registration Number:	2794356	SUNBURST
Registration Number:	2950215	HOOKED ON NATURE
Registration Number:	3477905	HOOKED ON READING
Registration Number:	3660469	TYPE TO LEARN 4 AGENTS OF INFORMATION
Registration Number:	3543568	A TO ZAP!
Registration Number:	3520258	TYPE TO LEARN
Registration Number:	3226569	WRITEBRAIN
Registration Number:	2591385	HOOKED ON PHONICS
Registration Number:	2348348	HOP BOOKS
Registration Number:	2328499	GPN
Registration Number:	2407092	DETECTIVE DOG
Registration Number:	2409046	SKIP & SPIN
Registration Number:	2417881	SLAM & DUNK
Registration Number:	2421711	
Registration Number:	2419481	HOP BOOKS HOOKED ON PHONICS LIBRARY COLLECTION
Registration Number:	2355758	HOOKED ON PHONICS
Registration Number:	2233699	WEB WORKSHOP
Registration Number:	2287035	ABCDEFG
Registration Number:	1914686	THE FACTORY
Registration Number:	2050379	HOOKED ON PHONICS
Registration Number:	1877587	1-800-ABCDEFG
Registration Number:	1872425	HOOKED ON MATH
Registration Number:	1876555	HOOKED ON PHONICS
Registration Number:	1518428	EDUCATIONAL RESOURCES
Registration Number:	1476611	SUNBURST COMMUNICATIONS
Registration Number:	1294008	SUNBURST COMMUNICATIONS
Serial Number:	77449871	HOOKED ON FUN

**CORRESPONDENCE DATA**

Fax Number: (312)499-6701  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (312) 499-6700  
Email: tapatterson@duanemorris.com  
Correspondent Name: Michael A. Witt  
Address Line 1: 190 South LaSalle Street, Suite 3700  
Address Line 2: Duane Morris LLP  
Address Line 4: Chicago, ILLINOIS 60606

**TRADEMARK**

**REEL: 004288 FRAME: 0200**

ATTORNEY DOCKET NUMBER:	F4278-00005
NAME OF SUBMITTER:	Michael A. Witt
Signature:	/Michael A. Witt/
Date:	10/01/2010
<p>Total Attachments: 12 source=IPSA Smarterville#page1.tif source=IPSA Smarterville#page2.tif source=IPSA Smarterville#page3.tif source=IPSA Smarterville#page4.tif source=IPSA Smarterville#page5.tif source=IPSA Smarterville#page6.tif source=IPSA Smarterville#page7.tif source=IPSA Smarterville#page8.tif source=IPSA Smarterville#page9.tif source=IPSA Smarterville#page10.tif source=IPSA Smarterville#page11.tif source=IPSA Smarterville#page12.tif</p>	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Security Agreement**”) dated as of August 27, 2010, is made by **SMARTERVILLE INC.**, a Delaware corporation, **SMARTERVILLE IP, LLC**, **SMARTERVILLE EDUCATIONAL, LLC** and **SMARTERVILLE PRODUCTIONS, LLC**, each a Delaware limited liability company (individually, “Borrower” and collectively, “Borrowers”), in favor of **GIBRALTAR BUSINESS CAPITAL, LLC**, a Delaware limited liability company (together with its successors and assigns, “Lender”).

### RECITALS

**WHEREAS**, Borrowers and Lender are parties to that certain Loan and Security Agreement dated as of even date herewith (as the same may be amended, supplemented or modified from time to time, the “Loan Agreement”), which provides (i) for Lender to make certain loans to Borrowers, respectively, and (ii) for the grant by Borrowers to Lender of a security interest in each Borrower’s assets, including, without limitation, its trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, each Borrower (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Loan Agreement) of the “Liabilities”, as defined in the Loan Agreement (collectively, the “Obligations”), each Borrower hereby grants to Lender a continuing security interest in and to any and all of each Borrower’s right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property (collectively, the “Intellectual Property”):

(i) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world, if any (all of the foregoing trademarks, trade names and tradestyles, brand names,

service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Trademark" and, collectively, as the "Trademarks"; and

(ii) license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Intellectual Property or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between Borrower and any other party, whether Borrower is a licensor or licensee under any such license agreement (all of the foregoing license agreements and Borrower's rights thereunder are referred to collectively as the "Licenses"); and

(iii) the goodwill of Borrower's business connected with and symbolized by the Trademarks; and

(iv) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on Exhibit B attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"); and

(v) all trade secrets, formulas, processes, devices, know-how, or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), collectively referred to as trade secrets, which are not available to others and which are maintained as confidential by Borrower, and the right to prevent misappropriation and unauthorized disclosures thereof and all rights corresponding thereto throughout the world (all of the foregoing trade secrets and associated rights are sometimes hereinafter individually and/or collectively referred to as the "Trade Secrets").

3. Representations and Warranties. Each of Borrowers hereby represents and warrants to Lender, which representations and warranties shall survive the execution and delivery of this Security Agreement, that as of the date hereof:

(i) None of the Intellectual Property owned by Borrower that is United States Intellectual Property and material to Borrower's business has been adjudged invalid or unenforceable nor has any such Intellectual Property been cancelled, in whole or in part, and each such material Intellectual Property is presently subsisting;

(ii) Each of the Intellectual Property owned by Borrower and material to Borrower's business is valid and enforceable;

(iii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Intellectual Property that is scheduled in Exhibits A and B hereto, free and clear of any liens, security interests, mortgages, charges and encumbrances, including,

without limitation, licenses, consent-to-use agreements, shop rights and covenants by Borrower not to sue third persons;

(iv) Borrower has adopted, used and is currently using all of the Trademarks owned by Borrower;

(v) Borrower has no knowledge of any suits or actions commenced or threatened within the last three years with reference to or in connection with any of the Intellectual Property;

(vi) No trademark opposition or cancellation proceedings have been filed with the United States Patent and Trademark Office against any of the Trademarks owned by Borrower;

(vii) The Licenses are valid and binding agreements, enforceable in accordance with their terms. Each of the Licenses is in full force and effect and there is no default under any of the Licenses;

(viii) None of the Intellectual Property owned by Borrower infringes upon the rights or property of any other person or entity or is currently being challenged in any way, and there are no pending or, to the best knowledge of Borrower, threatened claims, litigation, proceedings or other investigations regarding any such Intellectual Property; and

(ix) This Security Agreement has been executed and delivered on behalf of each Borrower by a duly authorized officer of such Borrower.

4. Restrictions on Future Agreements. Each of Borrowers agrees that until all Obligations shall have been satisfied and indefeasibly paid in full and the Loan Agreement shall have been terminated in accordance with its terms, Borrower shall not, without the prior written consent of Lender, sell, transfer, mortgage, convey, dispose, encumber or assign any or all of, or grant any license or sublicense under, the Intellectual Property, or enter into any other agreement with respect to the Intellectual Property, and Borrower further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including, without limitation, licensees or sublicensees, or fail to take any action, which would adversely affect the validity or enforcement of the rights provided or transferred to Lender under this Security Agreement.

5. New Intellectual Property. Each of Borrowers hereby represents and warrants to Lender that the Intellectual Property listed on Exhibits A and B respectively, constitute all of the registered United States Trademarks and Copyrights, as applicable, now owned by Borrower and material to Borrower's business. If, before all Obligations shall have been satisfied in full or before the Loan Agreement has been terminated in accordance with its terms, Borrower shall obtain rights to any new Intellectual Property, the provisions of this Security Agreement above shall automatically apply thereto and, with respect to any US Trademark and Copyright registrations and applications Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Security Agreement by amending Exhibits A and B, as applicable, to include any such Intellectual Property, and to file or refile this Security Agreement with the U.S. Patent and Trademark Office and U.S. Copyright Office or Library of Congress (at Borrower's sole cost and expense).

6. Royalties; Terms; Rights Upon Default. The term of this Security Agreement shall extend until the earlier of (i) the expiration of all of the respective Intellectual Property subject to the grant of security interest hereunder, and (ii) the indefeasible payment in full of all Obligations and the termination of the Loan Agreement. Each of Borrowers agrees that upon the occurrence and during the continuance of an Event of Default, the use by Lender of all Intellectual Property shall be as extensive as the rights of Borrower to use such Intellectual Property, and without any liability for royalties or other related charges from Lender to any Borrower. Upon the occurrence and during the continuance of any Event of Default, Borrower hereby authorizes: (a) the Register of Copyrights, United States Copyright Office, to issue any and all certificates of registration or renewal for all of the Copyrights to Lender as assignee of Borrower's entire interest therein; and (b) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office to issue any and all certificates of registration or renewal for all of the Trademarks to Lender as assignee of Borrower's entire interest therein and in the goodwill of Borrower's business connected therewith and symbolized thereby.

7. Effect on Loan Agreement. Each Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies.

8. Release of Security Agreement. Upon the payment and performance in full of the Obligations, and the full and final termination of any commitment to extend any loan or financial accommodations under the Loan Agreement, this Security Agreement shall terminate, and Lender shall execute and deliver any document reasonably requested by Borrower, at Borrower's sole cost and expense, as shall be necessary to evidence termination of the security interest granted by Borrower to Lender hereunder.

9. Duties of Borrower. Except as otherwise permitted by the Loan Agreement, each of Borrowers shall have the duty to the extent commercially reasonable and in Borrower's good faith business judgment: (i) to file and prosecute diligently any trademark or service mark applications pending as of the date hereof or hereafter until all Obligations shall have been paid in full and the Loan Agreement has been terminated, (ii) to make application on trademarks and service marks, (iii) to preserve and maintain all rights in the Intellectual Property owned by Borrower (including, but not limited to, with respect to Trademarks, the filing of affidavits of use and, incontestability, where applicable, under §§8 and 15 of the Lanham Act (15 U.S.C. § 1058, 1065) and renewals and, to the extent commercially reasonable, initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of Borrower in its Trademarks), and (iv) to ensure that the Intellectual Property owned by Borrower is and remains enforceable. Any and all costs and expenses incurred in connection with Borrower's obligations under this Section 9 shall be borne by Borrower.

10. Lender's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property, and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents and instruments reasonably required by Lender in aid of such enforcement.

11. Waivers. No course of dealing between or among Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by Borrower and Lender.

14. Cumulative Remedies; Power of Attorney. All of Lender's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each of Borrowers hereby authorizes Lender upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to, upon written notice to Borrower, (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Intellectual Property, or (ii) take any other actions with respect to the Intellectual Property as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Intellectual Property to any person or entity, or (iv) assign, pledge, sell, convey or otherwise transfer title in or dispose of any of the Intellectual Property to any person or entity. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable until all Obligations shall have been paid in full and the Loan Agreement has been terminated.

15. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and permitted assigns, and shall inure to the benefit of Lender and its successors, nominees and assigns; provided, however, Borrower shall not assign this Security Agreement or any of Borrower's obligations hereunder without the prior written consent of Lender.

16. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Security Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.



17. Further Assurances. Each Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein. Borrower acknowledges that a copy of this Security Agreement will be filed by Lender with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Borrowers.

18. Survival of Representations. All representations and warranties of Borrowers contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

19. GOVERNING LAW. THIS SECURITY AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF ILLINOIS AND THE VALIDITY OF THIS SECURITY AGREEMENT, ITS CONSTRUCTION, INTERPRETATION AND ENFORCEMENT, AND THE RIGHTS AND OBLIGATIONS OF PARTIES HEREUNDER, SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES.

20. SUBMISSION TO JURISDICTION. EACH OF THE BORROWERS HEREBY IRREVOCABLY AND UNCONDITIONALLY:

(i) SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE NON-EXCLUSIVE GENERAL JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS, THE COURTS OF THE UNITED STATES OF AMERICA FOR THE NORTHERN DISTRICT OF ILLINOIS AND APPELLATE COURTS FROM ANY THEREOF;

(ii) CONSENTS THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN SUCH COURTS AND WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING ANY OBJECTION THAT SUCH PARTY MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME; AND

(iii) AGREES THAT SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, RETURN RECEIPT REQUESTED, TO SUCH PARTY AT SUCH PARTY'S ADDRESS SET FORTH IN THE LOAN AGREEMENT OR AT SUCH OTHER ADDRESS OF WHICH LENDER SHALL HAVE BEEN NOTIFIED PURSUANT THERETO. EACH PARTY AGREES THAT SUCH SERVICE, TO THE

**FULLEST EXTENT PERMITTED BY LAW (i) SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON SUCH PARTY IN ANY SUIT, ACTION OR PROCEEDING, AND (ii) SHALL BE TAKEN AND HELD TO BE VALID PERSONAL SERVICE UPON AND PERSONAL DELIVERY TO SUCH PARTY. NOTHING HEREIN SHALL AFFECT LENDER'S RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW, OR LIMIT LENDER'S RIGHT TO BRING PROCEEDINGS AGAINST SUCH PARTIES IN ANY COURT OR ANY OTHER JURISDICTION.**

**21. JURY TRIAL WAIVER. EACH OF THE BORROWERS AND LENDER HEREBY IRREVOCABLY AND KNOWINGLY WAIVES (TO THE FULLEST EXTENT PERMITTED BY LAW), AS SEPARATELY BARGAINED FOR CONSIDERATION TO LENDER, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING (INCLUDING, WITHOUT LIMITATION, ANY COUNTERCLAIM) ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTIONS RELATED HERETO, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT A JURY. EACH OF THE BORROWERS AND LENDER ACKNOWLEDGES THAT SUCH PARTY HAS HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL REGARDING THE MEANING AND EFFECT OF THIS PARAGRAPH.**

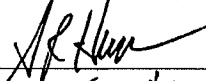
[Signature Page Follows]

IN WITNESS WHEREOF, each of the Borrowers has duly executed this Intellectual Property Security Agreement as of the date first written above.

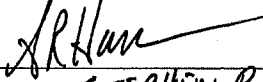
**SMARTERVILLE INC.**

By:   
Name: Stephen R. Hanon  
Its: Chief Financial Officer  
Smarterville, Inc.

**SMARTERVILLE IP, LLC**

By:   
Name: Stephen R. Hanon  
Its: CFO

**SMARTERVILLE EDUCATIONAL, LLC**

By:   
Name: STEPHEN R. HANON  
Its: CFO

**SMARTERVILLE PRODUCTIONS, LLC**

By:   
Name: STEPHEN R. HANON  
Its: CFO

**Agreed and Accepted:**

**GIBRALTAR BUSINESS CAPITAL, LLC**


By:   
Scott Winicour  
Chief Operating Officer

EXHIBIT A  
TRADEMARKS

**Trademark Registrations**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Registrant/Assignee</b>
WRITE BRAIN	3277081	8/7/07	Smarterville IP, LLC
HOOKED ON ENGLISH	3723831	12/8/09	Smarterville Productions LLC
THE SURE THING FOR MATH SUCCESS!	3681631	9/8/09	Smarterville Productions LLC
THE SURE THING FOR READING SUCCESS!	3671106	8/18/09	Smarterville Productions LLC
HOOKED ON SPANISH	3545225	12/9/08	Smarterville Productions LLC
HOOKED ON HANDWRITING	3545224	12/9/08	Smarterville Productions LLC
THE SURE THING FOR KINDERGARTEN SUCCESS!	3494171	8/26/08	Smarterville Productions LLC
THE SURE THING FOR PRE-K SUCCESS!	3494170	8/26/08	Smarterville Productions LLC
HOOKED ON BABY	3403692	3/25/08	Smarterville Productions LLC
SUNBURST (design plus words)	2906463	11/30/04	Smarterville IP, LLC
SUNBURST (typed drawing)	2794356	12/16/03	Smarterville IP, LLC
HOOKED ON NATURE	2950215	5/10/05	Smarterville Productions LLC
HOOKED ON READING	3477905	7/29/08	Smarterville Productions LLC
TYPE TO LEARN 4 AGENTS OF INFORMATION	3660469	7/28/09	Smarterville IP, LLC
A TO ZAP!	3543568	12/9/08	Smarterville IP, LLC
TYPE TO LEARN	3520258	10/21/08	Smarterville IP, LLC
WRITEBRAIN	3226569	4/10/07	Smarterville IP, LLC

Mark	Registration No.	Registration Date	Registrant/Assignee
HOOKED ON PHONICS (design plus words)	2591385	7/9/02	Smarterville Productions LLC
HOP BOOKS	2348348	5/9/00	Smarterville Productions LLC
GPN	2328499	3/14/00	Smarterville IP, LLC
DETECTIVE DOG	2407092	11/21/00	Smarterville Productions LLC
SKIP & SPIN	2409046	11/28/00	Smarterville Productions LLC
SLAM & DUNK	2417881	1/2/01	Smarterville Productions LLC
(design only – child in silhouette holding open book)	2421711	1/16/01	Smarterville Productions LLC
HOP BOOKS HOOKED ON PHONICS LIBRARY COLLECTION	2419481	1/9/01	Smarterville Productions LLC
HOOKED ON PHONICS (design plus words)	2355758	6/6/00	Smarterville Productions LLC
WEB WORKSHOP	2233699	3/23/99	Smarterville IP, LLC
ABCDEFGH	2287035	10/19/99	Smarterville Productions LLC
THE FACTORY	1914686	8/29/95	Smarterville IP, LLC
HOOKED ON PHONICS (typed drawing)	2050379	4/8/97	Smarterville Productions LLC
1-800-ABCDEFGH	1877587	2/7/95	Smarterville Productions LLC
HOOKED ON MATH	1872425	1/10/95	Smarterville Productions LLC
HOOKED ON PHONICS (typed drawing)	1876555	1/31/95	Smarterville Productions LLC
EDUCATIONAL RESOURCES	1518428	12/27/88	Smarterville IP, LLC
SUNBURST COMMUNICATIONS (design plus words)	1476611	2/16/88	Smarterville IP, LLC
SUNBURST COMMUNICATIONS (design plus words)	1294008	9/11/84	Smarterville IP, LLC

**Trademark Applications**

<b>Mark</b>	<b>Serial No.</b>	<b>File Date</b>	<b>Applicant</b>
HOOKED ON FUN	77449871	4/16/08	Smarterville Productions LLC

EXHIBIT B  
COPYRIGHTS

None.