

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LEAPFROG ENTERPRISES, INC.		01/31/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	55 SOUTH LAKE AVENUE		
Internal Address:	SUITE 900		
City:	PASADENA		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	3194995	FLY	
Serial Number:	78656487	LEAP FROG	
Registration Number:	2448032	LEAPFROG	
Registration Number:	2264123	LEAPFROG	
Registration Number:	2534370	LEAPFROG	
Registration Number:	2745425	LEAPFROG	
Registration Number:	2534368	LEAPFROG	
Registration Number:	3353167	LEAPFROG	
Registration Number:	2120195	LEAPFROG	
Registration Number:	2804959	LEAPFROG	
Registration Number:	2635552	LEAPFROG	
Registration Number:	2211682	LEAPFROG	
Serial Number:	77860913	LEAPLET	

CH \$590.00 3194995

Registration Number:	2973143	LEAPPAD
Registration Number:	3905442	LEAPSTER EXPLORER
Registration Number:	3905600	LEAPSTER EXPLORER
Registration Number:	2703184	LEAPTRACK
Serial Number:	77836142	LEAPWORLD
Serial Number:	85167970	MR. PENCIL
Serial Number:	85168540	MR. PENCIL
Serial Number:	77900221	MY OWN LEAPTOP
Serial Number:	85080787	PEEK-A-SHOE
Serial Number:	77316437	TAG

CORRESPONDENCE DATA

Fax Number: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	676/176
NAME OF SUBMITTER:	JORDAN ALTMAN
Signature:	/JORDAN ALTMAN/
Date:	02/23/2011

Total Attachments: 16
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TRADEMARK

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated January 31, 2011, is made by the Person listed on the signature page hereof (the "*Grantor*") in favor of Bank of America, N.A. ("*BoFA*"), as administrative agent (the "*Administrative Agent*") for the Agent and the Lenders (each as defined in the Loan Agreement referred to below).

WHEREAS, LeapFrog Enterprises, Inc., a Delaware corporation has entered into an Amended and Restated Loan and Security Agreement dated as of August 13, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*"), with Bank of America, N.A., as Agent, and the Lenders party thereto. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, pursuant to the Loan Agreement, the Grantor and certain other Persons have executed and delivered a certain Amended and Restated Intellectual Property Security Agreement dated August 13, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, under the terms of the Loan Agreement, the Grantor has granted to the Administrative Agent, for the ratable benefit of the Agent and the Lenders, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION I. Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "*Additional Collateral*");

(i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), (together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement Supplement.

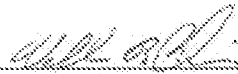
SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Loan Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Additional Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of California.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written

LEAPFROG ENTERPRISES, INC.
as Grantor

By 
Name William B. Chiusso
Title CEO

Address for Notices
6401 Hollis Street
Suite 150
Emeryville, CA 94608

SCHEDULE A

PATENTS

Domestic Patents

Patent Number	Title	Filing Date	Issue Date
7,499,036	Electrographic position location apparatus and method	September 12, 2003	March 3, 2009
7,510,238	Interactive entertainer	October 15, 2004	March 31, 2009
7,553,160	Interactive hand held apparatus with stylus	April 13, 2006	June 30, 2009
7,557,939	Print media information systems and methods	April 22, 2004	July 7, 2009
7,562,822	Methods and devices for creating and processing content	December 30, 2005	July 21, 2009
7,567,242	Writing stylus	May 23, 2007	July 28, 2009
7,621,441	Interactive device using capacitive sensor array for joint page identification and page location determination	July 21, 2005	November 24, 2009
7,661,592	Interactive system including interactive apparatus and game	June 8, 2005	February 16, 2010
7,671,269	Methods and systems for graphical actuation of a velocity and directionally	May 14, 2007	March 2, 2010

	sensitive sound generation application		
7,698,640	User interactive journal	June 28, 2005	April 13, 2010
7,792,480	Electrographic position location apparatus including recording capability and data cartridge including microphone	January 2, 2004	September 7, 2010
7,818,400	Interactive communications appliance	September 23, 2004	October 19, 2010
7,831,933	Method and system for implementing a user interface for a device employing written graphical elements	January 12, 2005	November 9, 2010
7,847,942	Peripheral interface device for color recognition	December 28, 2006	December 7, 2010
7,853,193	Method and device for audibly instructing a user to interact with a function	November 1, 2005	December 14, 2010
D613,742	Pentop computer	February 22, 2008	April 13, 2010
D620,490	Interactive pen	July 31, 2008	July 27, 2010

Domestic Patent Applications

Case Type	Docket	Title	Filing Date	Application Serial Number
Design	LEAP-P0442	INTERACTIVE PAD	4/15/2010	29/359,840
Design	LEAP-P0443	INTERACTIVE LEARNING PEN	4/15/2010	29/359,843
US Regular	LEAP-P0281D1	METHODS AND SYSTEMS FOR GRAPHICAL ACTUATION OF A VELOCITY AND DIRECTIONALLY SENSITIVE SOUND GENERATION APPLICATION	3/2/2010	12/716,178
US Regular	LEAP-P0327C	INTERACTIVE DEVICE USING CAPACITIVE SENSOR ARRAY FOR JOINT PAGE IDENTIFICATION AND PAGE LOCATION DETERMINATION	11/24/2009	12/625,456
US Regular	LEAP-P0439	CUSTOMIZED BOOK FOR PEN-BASED COMPUTER	10/14/2009	12/579,248
US Regular	LEAP-P0439.CON	CUSTOMIZED BOOK AND PEN-BASED COMPUTER	10/14/2009	12/579,338
US Regular	LEAP-P0124.DIV.CON.3	INTERACTIVE COMMUNICATIONS APPLIANCE	7/12/2010	12/834,241
US Regular		INTERACTIVE APPARATUS USING PRINT MEDIA	2/27/2009	12/395,496
US Regular	LEAP-P0397	CATEGORY BASED NAVIGATION SYSTEM	3/31/2009	12/414,969
US Regular	LEAP-P0398	GENERIC PRE-PRINTED NAVIGATIONAL ELEMENT FOR PEN COMPUTER	3/24/2009	12/410,231
US Regular	LEAP-P0424	CURRICULUM CUSTOMIZATION FOR A PORTABLE ELECTRONIC DEVICE	9/15/2008	12/210,894

SCHEDULE B

TRADEMARKS

	Grantor	Country	Trademark	Application No.	Registration No.	Status	Filing Date	Issue Date
1.	LeapFrog Enterprises	US	FLY	78/510,293	3,194,995	REGISTERED	11/2/2004	1/2/2007
2.	LeapFrog Enterprises	US	LEAP FROG	78/656,487		ALLOWED	6/22/2005	
3.	LeapFrog Enterprises	US	LEAPFROG	75/240,078	2,448,032	REGISTERED	2/10/1997	3/1/2001
4.	LeapFrog Enterprises	US	LEAPFROG	75/351,148	2,264,123	REGISTERED	5/3/1997	5/27/1999
5.	LeapFrog Enterprises	US	LEAPFROG	75/239,538	2,534,370	REGISTERED	2/10/1997	1/29/2002
6.	LeapFrog Enterprises	US	LEAPFROG	75/239,546	2,746,425	REGISTERED	2/10/1997	8/5/2001
7.	LeapFrog Enterprises	US	LEAPFROG	75/239,425	2,534,368	REGISTERED	2/10/1997	1/29/2002
8.	LeapFrog Enterprises	US	LEAPFROG	78/221,617	3,353,167	REGISTERED	3/4/2003	12/11/2007
9.	LeapFrog Enterprises	US	LEAPFROG	74/635,980	2,320,195	REGISTERED	2/17/1995	12/9/1997
10.	LeapFrog Enterprises	US	LEAPFROG	78/214,213	2,804,959	REGISTERED	2/12/2003	1/13/2004
11.	LeapFrog Enterprises	US	LEAPFROG	75/239,399	2,635,552	REGISTERED	2/10/1997	10/15/2002
12.	LeapFrog Enterprises	US	LEAPFROG	75/238,939	2,211,682	REGISTERED	2/10/1997	12/15/1998
13.	LeapFrog Enterprises	US	LEAPLET	77/860,913		ALLOWED	10/29/2009	
14.	LeapFrog Enterprises	US	LEAPPAD	78/232,124	2,973,143	REGISTERED	3/31/2003	7/19/2005
15.	LeapFrog Enterprises	US	LEAPSTER EXPLORER	77/853,329	3,905,442	REGISTERED	10/20/2009	1/11/2011
16.	LeapFrog Enterprises	US	LEAPSTER EXPLORER & Design	77/900,561	3,905,600	REGISTERED	12/23/2009	1/11/2011
17.	LeapFrog Enterprises	US	LEAPTRACK	76/346,902	2,703,189	REGISTERED	12/7/2001	4/1/2003
18.	LeapFrog Enterprises	US	LEAPWORLD	77/836,142		PENDING	9/28/2009	
19.	LeapFrog Enterprises	US	MR. PENCIL	85/187,979		PENDING	11/3/2010	
20.	LeapFrog Enterprises	US	MR. PENCIL	85/188,540		PENDING	11/3/2010	
21.	LeapFrog Enterprises	US	MY OWN LEAPTOP	77/900,221		ALLOWED	12/23/2009	
22.	LeapFrog Enterprises	US	PEEK-A-SHOE	85/080,787		PENDING	7/8/2010	
23.	LeapFrog Enterprises	US	TAG & Design	77/316,437		ALLOWED	10/29/2007	

SCHEDULE C
COPYRIGHTS

	<u>Grantor</u>	<u>Title of Work/Title</u>	<u>Country</u>	<u>Registration No.</u>	<u>Filing Year</u>
1.	LeapFrog Enterprises, Inc.	Critical skills survey : reading : middle-of-year.	U.S.	TX0008952576	2002
2.	Leapfrog Enterprises, Inc.	3rd grade grammar & 477 other titles.	U.S.	V3876D517	2009
3.	LeapFrog Enterprises, Inc.	All Around Me Teacher's Manual.	U.S.	TX0007106910	2003
4.	Leapfrog Enterprises, Inc.	Alphabet pal & 19 other titles.	U.S.	V3492D076	2002
5.	Leapfrog Enterprises, Inc.	Alphabet pal & 19 other titles.	U.S.	V3470D969	2001
6.	LeapFrog Enterprises, Inc.	Aprender a contar.	U.S.	TX0006209979	2002
7.	LeapFrog Enterprises, Inc.	ARTHUR WRITES A STORY - A PLAY FOR READER'S THEATER.	U.S.	TX0007118617	2004
8.	LeapFrog Enterprises, Inc.	Birthday surprise : preschool up to age 5.	U.S.	TX0005488851	2001
9.	LeapFrog Enterprises, Inc.	Captain, pirate, et al.	U.S.	VA0001708273	2007
10.	LeapFrog Enterprises, Inc.	Classroom Pack Math - Grade 3.	U.S.	TX0007028730	2002
11.	LeapFrog Enterprises, Inc.	Critical skills survey : reading : beginning-of-year.	U.S.	TX0005919332	2002
12.	LeapFrog Enterprises, Inc.	Della Duck & 1 other title.	U.S.	V3499D3790	2003
13.	LeapFrog Enterprises, Inc.	Dinosaurs Before Dark - Grade 3 Leveled Reading Teaching Card.	U.S.	TX0007027830	2002
14.	LeapFrog Enterprises, Inc.	DINOSAURS BEFORE DARK - LEVELED READING	U.S.	TX0007080948	2002

		TEACHING CARDS LEAPFROG SCHOOLHOUSE. E.			
15.	Leapfrog Enterprises, Inc.	FCAT Mathematics Florida State Practice Test.	U.S.	TX0007012671	2002
16.	Leapfrog Enterprises, Inc.	Fix-it kid.	U.S.	TX0006124850	2005
17.	Leapfrog Enterprises, Inc.	FOOD - LANGUAGE FIRST! LEVEL 1, GRADES K-5.	U.S.	TX0006999173	2002
18.	Leapfrog Enterprises, Inc.	FOOD - LANGUAGE FIRST! LEVEL 2, GRADES K-5.	U.S.	TX0006999128	2002
19.	Leapfrog Enterprises, Inc.	FOOD - LANGUAGE FIRST! LEVEL 3 GRADES K-5.	U.S.	TX0006996791	2002
20.	Leapfrog Enterprises, Inc.	FOOD - LANGUAGE FIRST! LEVEL 4, GRADES K-5.	U.S.	TX0007106902	2002
21.	Leapfrog Enterprises, Inc.	Grandpa & 5 other titles; graphic designs.	U.S.	V3466D740	2001
22.	Leapfrog Enterprises, Inc.	GRAPHOPHON EMIC KNOWLEDGE - EARLY LITERACY DIAGNOSTIC LEAPFROG SCHOOLHOUSE. E.	U.S.	TX0007081061	2003
23.	Leapfrog Enterprises Inc.	Here, There, and Everywhere.	U.S.	TX0007028753	2003
24.	Leapfrog Enterprises, Inc.	Home - Language First! Level 4, Grades K-5.	U.S.	TX0006998087	2002
25.	Leapfrog Enterprises, Inc.	HOME - LEVEL 1, GRADES K-5 LANGUAGE FIRST!	U.S.	TX0007080957	2002
26.	Leapfrog Enterprises, Inc.	HOME - LEVEL 2, GRADES K-5	U.S.	TX0007081236	2002

		LANGUAGE FIRST!			
27.	LeapFrog Enterprises Inc.	HOME - LEVEL 3, GRADES K-5 LANGUAGE FIRST!	U.S.	TX0007081176	2002
28.	LeapFrog Enterprises, Inc.	REQUEST - TEACHER'S MANUAL. GRADES 5-8 LEAPFROG SCHOOLHOUSE.	U.S.	TX0007080841	2002
29.	LeapFrog Enterprises, Inc.	ISLAND KIDS, et al.	U.S.	VA0001708268	2007
30.	LeapFrog Enterprises, Inc.	KNIGHT AT DAWN - LEVELED READING TEACHING CARDS LEAPFROG SCHOOLHOUSE.	U.S.	TX0007080934	2002
31.	LeapFrog Enterprises, Inc.	LANGUAGE ARTS CARDS L1, L3-L9 AND L11 -L15 (GRADE 3) LEAPFROG SCHOOLHOUSE.	U.S.	TX0007080796	2003
32.	LeapFrog Enterprises, Inc.	LANGUAGE ARTS CARDS L9-L13 (GRADE 4) LEAPFROG SCHOOLHOUSE.	U.S.	TX0007080919	2003
33.	LeapFrog Enterprises, Inc.	Language First! Animals Grades PreK-2.	U.S.	TX0007028735	2002
34.	Leapfrog Enterprises, Inc.	Leap & 5 other titles; graphic designs.	U.S.	V3466D741	2001
35.	LeapFrog Enterprises, Inc.	Leap Info Literacy Pre-K Edition Teacher's Manual.	U.S.	TX0007019173	2000
36.	LeapFrog Enterprises, Inc.	LeapMat Classroom	U.S.	TX0007028747	2000

		Alphabet Game Mat Teacher's Manual.			
37.	LeapFrog Enterprises, Inc.	LeapMat Classroom Alphabet Game Mat Teacher's Manual Leapfrog Schoolhouse Bingo Game Teacher's Manual.	U.S.	TX0007012904	2000
38.	LeapFrog Enterprises, Inc.	LeapTrack Card Set Language Arts Grade 3.	U.S.	TX0007028750	2003
39.	LeapFrog Enterprises, Inc.	LEAPTRACK LANGUAGE ARTS CARDS L16 - L19 - GRADE 3.	U.S.	TX0007008263	2003
40.	LeapFrog Enterprises, Inc.	LEAPTRACK LANGUAGE ARTS CARDS L16-L21 - GRADE 4.	U.S.	TX0007009926	2003
41.	LeapFrog Enterprises, Inc.	LEAPTRACK MATH CARDS M1 -M20, GRADE 5.	U.S.	TX0007028640	2002
42.	LeapFrog Enterprises, Inc.	LEAPTRACK MATH CARDS M21 -M33, GRADE 5.	U.S.	TX0007028639	2002
43.	LeapFrog Enterprises, Inc.	LEAPTRACK MATH CARDS M31-M32 - GRADE 4.	U.S.	TX0007009932	2002
44.	LeapFrog Enterprises, Inc.	LEAPTRACK READING CARD R4 - GRADE 3.	U.S.	TX0007028641	2003
45.	LeapFrog Enterprises, Inc.	LEAPTRACK READING CARDS R1-R40, GRADE 5.	U.S.	TX0007009923	2002
46.	Leapfrog Enterprises, Inc.	Leaptrack Texas reading TXR3 & 190 other titles.	U.S.	V3582D857	2009
47.	LeapFrog Enterprises, Inc.	Learning rhythms CD.	U.S.	SR0000395144	2006

48.	LeapFrog Enterprises, Inc.	LESSONS FOR LIFE PRE-K - GRADE 3 (TEACHER'S MANUAL) LEAPFROG SCHOOLHOUSE.	U.S.	TX0007080831	2003
49.	LeapFrog Enterprises, Inc.	Leveled reading teaching cards.	U.S.	TX0006315641	2002
50.	LeapFrog Enterprises, Inc.	Literacy Center K-2 Teacher's Manual.	U.S.	TX0007012893	2002
51.	Leapfrog Enterprises, Inc.	Little leap & 7 other titles; toys.	U.S.	V3468D038	2001
52.	LeapFrog Enterprises, Inc.	MES 500 PREMIERS MOTS D'ANGLAIS PARLES (CANADA BILINGUAL PICTURE DICTIONARY)	U.S.	TX0007081104	2002
53.	LeapFrog Enterprises, Inc.	MES 500 PREMIERS MOTS D'ANGLAIS PARLES (FRENCH BILINGUAL PICTURE DICTIONARY)	U.S.	TX0007081014	2002
54.	LeapFrog Enterprises, Inc.	MIS PRIMERAS 500 PALABRAS EN INGLES (SPAIN BILINGUAL PICTURE DICTIONARY VOLUME 1)	U.S.	TX0007080990	2002
55.	LeapFrog Enterprises, Inc.	MIS PRIMERAS 500 PALABRAS EN ENGLÉS (MEXICO BILINGUAL PICTURE DICTIONARY VOLUME 1)	U.S.	TX0007081027	2002
56.	LeapFrog Enterprises, Inc.	MIS PRIMERAS 500	U.S.	TX0007080981	2002

		PARALBRAS EN ENGLÉS (MEXICO BILINGUAL PICTURE DICTIONARY VOLUME 2)			
57.	LeapFrog Enterprises, Inc.	NATURE - LANGUAGE FIRST! LEVEL 1, GRADES K-5.	U.S.	TX0006996633	2002
58.	LeapFrog Enterprises, Inc.	NATURE- LANGUAGE FIRST! LEVEL 4, GRADES K-5.	U.S.	TX0006996940	2002
59.	LeapFrog Enterprises, Inc.	NATURE - LEVEL 2, GRADES K-5 LANGUAGE FIRST!	U.S.	TX0007081172	2002
60.	Leapfrog Enterprises, Inc.	NATURE - LEVEL 3, GRADES K-5 LANGUAGE FIRST!	U.S.	TX0007081071	2002
61.	Leapfrog Enterprises, Inc.	NATURE'S WONDERS.	U.S.	TX0007028738	2003
62.	LeapFrog Enterprises, Inc.	NEIGHBORHO OD - LANGUAGE FIRST! LEVEL 1, GRADES K-5 (PURPLE)	U.S.	TX0007106917	2002
63.	LeapFrog Enterprises, Inc.	NEIGHBORHO OD LANGUAGE FIRST! LEVEL 4, GRADES K-5.	U.S.	TX0006996771	2003
64.	LeapFrog Enterprises, Inc.	NEIGHBORHO OD - LEVEL 2, GRADES K-5 LANGUAGE FIRST!	U.S.	TX0007081056	2002
65.	LeapFrog Enterprises, Inc.	NEIGHBORHO OD - LEVEL 3, GRADES K - 5, LANGUAGE FIRST.	U.S.	TX0007081094	2002
66.	LeapFrog Enterprises, Inc.	[No title on deposit]	U.S.	VA0001708286	2007

67.	LeapFrog Enterprises, Inc.	OGRE FAMILY.	U.S.	VA0001708278	2007
68.	LeapFrog Enterprises, Inc.	PHONEMIC AWARENESS LEVEL TWO - EARLY LITERACY DIAGNOSTIC LEAPFROG SCHOOLHOUSE.	U.S.	TX0007081003	2003
69.	LeapFrog Enterprises, Inc.	PIZZA PIE PIZZAZZ - PHONEMIC AWARENESS SERIES BOOK 4 LEAPFROG SCHOOLHOUSE.	U.S.	TX0007081242	2003
70.	LeapFrog Enterprises, Inc.	PRINCE OF THE AIR - A STORY OF YOUNG HOUDINI.	U.S.	TX0007106936	2004
71.	LeapFrog Enterprises, Inc.	Read-It-All books : an interactive high-interest/low/level reading series : 2nd grade : teacher's manual / Ruth Nathan.	U.S.	TX0005953276	2002
72.	LeapFrog Enterprises, Inc.	READING CARDS R6-R11 - GRADE 1 LEAPFROG SCHOOLHOUSE.	U.S.	TX0007080809	2002
73.	LeapFrog Enterprises Inc.	READY, SET, LEAP! TEACHER'S MANUAL. TEXAS EDITION.	U.S.	TX0007005487	2002
74.	LeapFrog Enterprises, Inc.	Richard Scarry's Best little word book ever!	U.S.	TX0005953317	1999
75.	LeapFrog Enterprises, Inc.	Richard Scarry's things to know.	U.S.	TX0006124954	2005
76.	LeapFrog Enterprises, Inc.	Safari friends book.	U.S.	TX0006356500	2006

77.	LeapFrog Enterprises, Inc.	SCHOOL - LANGUAGE FIRST! LEVEL 4, GRADES K-5.	U.S.	TX0006999067	2002
78.	LeapFrog Enterprises, Inc.	SCHOOL - LEVEL 1, GRADES K-5 LANGUAGE FIRST!	U.S.	TX0007081167	2002
79.	LeapFrog Enterprises, Inc.	SCHOOL - LEVEL 2, GRADES K-5 LANGUAGE FIRST!	U.S.	TX0007081049	2002
80.	LeapFrog Enterprises, Inc.	SCHOOL - LEVEL 3, GRADES K-5 LANGUAGE FIRST!	U.S.	TX0007081043	2002
81.	LeapFrog Enterprises, Inc.	SHADY SUE.	U.S.	VA0001708276	2007
82.	LeapFrog Enterprises, Inc.	SIMON, ACE DETECTIVE - THE CASE OF THE MISSING MICE.	U.S.	TX0007118613	2004
83.	LeapFrog Enterprises, Inc.	SIMON, ACE DETECTIVE - THE CASE OF THE MISSING PAIR.	U.S.	TX0007106929	2004
84.	LeapFrog Enterprises, Inc.	TRANSITIONAL READING TEACHING CARDS (LEVELED READING SERIES 2) LEAPFROG SCHOOLHOUSE.	U.S.	TX0007080925	2004
85.	LeapFrog Enterprises, Inc.	TRAVEL - LANGUAGE FIRST LEVEL 1, GRADES K-5.	U.S.	TX0006999063	2002
86.	LeapFrog Enterprises, Inc.	TRAVEL - LEVEL 2, GRADES K-5 LANGUAGE FIRST!	U.S.	TX0007081086	2002

87.	LeapFrog Enterprises, Inc.	TRAVEL- LEVEL 3, K-5 LANGUAGE FIRST!	U.S.	TX0007080975	2002
88.	LeapFrog Enterprises, Inc.	Trip Around Town.	U.S.	TX0007028743	2003
89.	LeapFrog Enterprises, Inc.	TURBO TWIST BRAIN QUEST EDITION - TEACHER'S MANUAL, GRADES 1-6.	U.S.	TX0007005472	2002
90.	LeapFrog Enterprises, Inc.	TURBO TWIST BRAIN QUEST - TEACHER'S MANUAL, GRADES 1-6.	U.S.	TX0007080847	2002
91.	LeapFrog Enterprises, Inc.	TWIST & SHOUT ADDITION - TEACHER'S MANUAL, GRADES 1-4.	U.S.	TX0007224695	2000
92.	LeapFrog Enterprises, Inc.	WHY RABBIT'S NOSE TWITCHES A BURMESE FOLKTALE FOR READER'S THEATER.	U.S.	TX0007106886	2004
93.	LeapFrog Enterprises, Inc.	WONDERFUL, WEIRD WORK (READ-IT-ALL BOOKS) LEAPFROG SCHOOLHOUS E.	U.S.	TX0007022291	2002