

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Knowledge Adventure, Inc.	FORMERLY Knowledge Holdings, Inc.	03/14/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Venture Lending & Leasing VI, Inc.
Street Address:	2010 North First Street, Suite 310
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Registration Number:	3442922	JUMPSTART WORLD
Registration Number:	3442921	JUMPSTART WORLD
Registration Number:	3175354	JUMPSTART READING WITH KARAOKE
Registration Number:	3379274	JUMP START
Registration Number:	2986075	JUMPSTART: STUDY HELPERS
Registration Number:	3881461	JUMPSTART GET MOVING
Registration Number:	3855330	SAY IT IN
Registration Number:	2600108	KID WORKS
Registration Number:	2409216	DR. BRAIN
Registration Number:	2356767	JUMPSTART
Registration Number:	2337590	
Registration Number:	2337586	
Registration Number:	2460530	JUMP START
Registration Number:	2462886	JUMP START

TRADEMARK

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REEL: 004511 FRAME: 0338

OP \$1340.00 3442922

Registration Number:	2499700	JUMPSTART
Registration Number:	2601761	BLASTER LEARNING SYSTEM
Registration Number:	2667534	READING BLASTER
Registration Number:	2830250	JUMP START
Registration Number:	2432336	SAY IT IN SPANISH
Registration Number:	2434332	SAY IT IN
Registration Number:	3303023	JUMP START
Registration Number:	2601370	JUMP START
Registration Number:	2136628	JUMPSTART TODDLERS
Registration Number:	2043236	KNOWLEDGE ADVENTURE
Registration Number:	2473819	JUMP START
Registration Number:	2145124	JUMP START
Registration Number:	3178830	JUMPSTART PRE-K
Registration Number:	2943284	JUMPSTART PRE-K
Registration Number:	2189555	JUMP START 5TH GRADE
Registration Number:	2189554	JUMP START 4TH GRADE
Registration Number:	2106124	JUMPSTART PRESCHOOL
Registration Number:	2196129	JUMP START 3RD GRADE
Registration Number:	2106123	JUMPSTART PRESCHOOL
Registration Number:	2189535	JUMP START 2ND GRADE
Registration Number:	2189534	JUMP START 2ND GRADE
Registration Number:	2007427	KNOWLEDGE ADVENTURE
Registration Number:	2100597	JUMP START FIRST GRADE
Registration Number:	2100596	JUMP START FIRST GRADE
Registration Number:	2102487	JUMP START KINDERGARTEN
Registration Number:	2102486	JUMP START KINDERGARTEN
Registration Number:	1853532	ENGLISH EXPRESS
Registration Number:	1804246	DINOSAUR ADVENTURE
Registration Number:	1822053	ISLAND OF DR. BRAIN
Registration Number:	1667454	MONOLOGUE
Registration Number:	1532802	MATH BLASTER!
Serial Number:	77952231	ADVENTURE
Serial Number:	77952195	ADVENTURE.COM
Serial Number:	75712958	MAX BLASTER
Serial Number:	75804124	BLASTER LEARNING SYSTEM

	75440518	SPELLING BLASTER
Serial Number:	75369232	WRITING BLASTER
Serial Number:	75340189	BRAIN BLASTER
Serial Number:	75275220	BLASTER PALS

CORRESPONDENCE DATA

Fax Number: (415)777-4961
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 415 981 1400
Email: gkiviat@grmslaw.com
Correspondent Name: Jeffrey T. Klugman
Address Line 1: Four Embarcadero Center, Suite 4000
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	47558/0067
NAME OF SUBMITTER:	Jeffrey T. Klugman
Signature:	/Jeffrey T. Klugman/
Date:	03/30/2011

Total Attachments: 18
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ORIGINAL

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of March 14, 2011, by and between KNOWLEDGE ADVENTURE, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING VI, 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]

ORIGINAL

[Signature page to Intellectual Property Security Agreement]

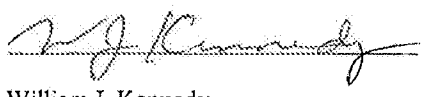
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR

Address of Grantor:

KNOWLEDGE ADVENTURE, INC.

2377 Crenshaw Boulevard
Suite 302
Torrance, CA 90501
Attn: Vice-President, Finance

By: 

Name: William J. Kennedy

Its: Treasurer and Vice President, Finance & Administration

SECURED PARTY

Address of Secured Party:

VENTURE LENDING & LEASING VI, INC.

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

By: _____

Name: _____

Its: _____

[Signature page to Intellectual Property Security Agreement]

ORIGINAL

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: Vice-President, Finance

By: _____

Name: William J. Kennedy

Its: Treasurer and Vice President, Finance &
Administration

SECURED PARTY

Address of Secured Party:

VENTURE LENDING & LEASING VI, INC.

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

By:  _____

Name: David Wanek

Its: Vice President

EXHIBIT A

Copyrights

See next pages.

47558/0067
JTK/392303.2

TRADEMARK
REEL: 004511 FRAME: 0347

Title	Copyright Number	Copyright Date
3D Dino Adventure (1)	831-625	3/21/1996
Curious George Dinosaur 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 Blaster 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 st Grade	PA 967-770	12/20/1999
Math Blaster for 2 nd Grade	PA 967-769	12/20/1999
Math Blaster for 3 rd Grade	PA 967-760	12/20/1999
Math Blaster for 4 th Grade	PA 967-761	12/20/1999
Math Blaster for 5 th Grade	PA 967-649	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	1/6/1997
Math Blaster Plus!	TX 2-215-812	8/24/1987
Math Blaster Pre-Algebra	Not Registered	Not Registered
Math Blaster!	PA 316-465	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 967-769	12/20/1999
Reading Blaster for 3rd Grade	PA 967-759	12/20/1999
Reading Blaster for 4 th Grade	PA 967-771	12/20/1999
Reading Blaster for 5 th 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

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Title	Copyright Number	Copyright Date
Reading Blaster Mysteries	Not Registered	Not Registered
Reading Blaster Vocabulary	PA 935-107	3/17/1999
Reading Blaster Vocabulary Ages 9-12	Not Registered	Not Registered
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 II/5	TX 2-640-366	8/23/1999
Talking Reading and Me for the Apple II/5	TX 2-659-924	8/24/1999
Word Blaster	TX 4-405-712	11/25/1998
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	8/11/1996
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 1-118-783	7/25/2002
JumpStart Advanced kindergarten	PA 1-118-796	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-opsalot's garden	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: 1st grade phonics	TX 5-225-045	6/14/2000
JumpStart: 1st 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
JumpStart 1 st Grade	PA 831-622	3/21/1996
JumpStart 1 st Grade Math	PA 871-437	12/18/1997
JumpStart 1st Grade Reading	PA 842-145	10/24/1997
JumpStart 2nd Grade	PA 831-619	11/15/1996
JumpStart 2nd Grade Math	PA 871-439	12/18/1997
JumpStart 3rd Grade	PA 840-80	12/16/1996
JumpStart 4 th Grade	PA 840-865	12/16/1996
JumpStart 5 th Grade	PA 842-146	10/24/1997
JumpStart Baby	PA 905-178	7/14/1998
JumpStart Kindergarten	PA 868-852	10/24/1997
JumpStart Kindergarten	PA 831-630	3/21/1996
JumpStart Kindergarten Reading	PA 840-866	12/16/1996
JumpStart pre-K	PA 840-864	12/16/1996
JumpStart Toddlers	PA 831-621	3/21/1996
JumpStart Twirls	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

JTK/392303.2

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 2nd grade: parts of speech	TX 5-354-063	3/19/2001
JumpStart 2nd grade: spelling challenge	TX 5-354-067	3/19/2001
JumpStart 8th 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 2nd 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: Hopalong (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 5-278-646	3/16/2000
JumpStart Learning Games	Not Registered	Not Registered
JumpStart Learning Games ABC's	PA 960-094	5/10/2000
JumpStart Learning Games Music	PA 917-913	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	7/1/2001
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 2nd Grade	Not Registered	Not Registered
JumpStart Spanish	PA 876-402	12/23/1997
JumpStart Spelling	Not Registered	Not Registered
JumpStart Sex Master: Max	PA 1-060-252	10/25/2001
JumpStart Sex Masters: Max Strikes Back	PA 1-060-252	10/25/2001
JumpStart Sex Masters: Unmask the Prankster	PA 1-060-254	10/25/2001
JumpStart Study Helpers-Math	Not Registered	Not Registered
JumpStart Study Helpers-Spel	Not Registered	Not Registered
JumpStart Typing	Not Registered	Not Registered
JumpStart Wildlife Safari	PA 1-067-690	11/9/2001
JumpStart: Explorers	PA 1-065-532	11/9/2001
JumpStart: Long Jaceo Tin	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: 2nd grade	TX 5-279-956	9/13/2000
JumpStart: rhyming words: pre-K	TX 5-279-957	9/13/2000
JumpStart: vowels & consonants: 1st 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 story: Ling	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 5-333-949	1/17/2001
Pre-K word games	TX 5-367-203	3/14/2001
Pre-K: match & remember	TX 5-367-195	3/14/2001
Rain, rain, go away!	TX 5-230-174	6/14/2000
The great giant problem	TX 5-367-125	3/14/2001
Who Left the Juice	Not Registered	Not Registered
KA Classroom 1st Grade	Not Registered	Not Registered
KA Classroom 2nd Grade	Not Registered	Not Registered
KA Classroom 3rd Grade	Not Registered	Not Registered

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Title	Copyright Number	Copyright Date
K/A Classroom K	Not Registered	Not Registered
Go Fish	PA 623-340	11/24/1996
Kid Pilot	PA 623-329	11/24/1996
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 4-642-822	1/24/1997
Kid Works Deluxe Network	Not Registered	Not Registered
Kid Works Month by Month	Not Registered	Not Registered
Multimedia Workshop	PA 640-671	6/24/1996
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
Knowledge and	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 th Grade	Not Registered	Not Registered
Newtons Quest 7 th Grade	Not Registered	Not Registered
After the Beanstalk	Not Registered	Not Registered
Baxter's Birthday	Not Registered	Not Registered
Fazool's Day at the Beach	Not Registered	Not Registered
Louie LumpField	Not Registered	Not Registered
The Lie	Not Registered	Not Registered
Yolanda Yells A Lot	Not Registered	Not Registered
Read n' Roll	TX 2-676-367	6/9/1996
Read n' Roll	TX 2-637-261	8/14/1996
French for the Real World	PA 612-157	10/5/1996
Grammar for the Real World	PA 636-104	3/17/1996
Math for the Real World	TX 4-619-815	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 4-360-602	6/20/1996
Spell It Plus - Mac	Not Registered	Not Registered
Stay Tuned	TX 4-420-797	10/7/1996
Story Club	Not Registered	Not Registered
Superstar Rivals	Not Registered	Not Registered
AI in One	Not Registered	Not Registered
AI in One	Not Registered	Not Registered
AI in One - German	Not Registered	Not Registered
AI in One - Japanese	Not Registered	Not Registered
AI 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 Francés	Not Registered	Not Registered
Habla Inglés	Not Registered	Not Registered
Habla Italiano	Not Registered	Not Registered
Introductory Games in English	PA 643-460	N/A
Introductory Games in French	PA 643-475	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 Instante 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 Inglés 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 Shanahan 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 Inglés	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 - Hearing Impaired	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 4-571-245	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 Phist Spanish	TX 2-640-374	8/24/1999
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	8/10/1999
Word Attack Plus - DOS	Not Registered	Not Registered
Word Attack Plus! French	TX 2-640-375	8/24/1999
Word Attack Plus! French	TX 2-640-375	8/24/1999
Word Attack Plus! French	TX 2-640-373	8/23/1999
Word Attack Plus! Spanish	TX 2-640-373	8/24/1999
Word Attack! Apple Version	PA 306-256	11/17/1986
Word Attack! By Davidson & Associates and Richard K. Eckert, Jr.	PA 316-471	1/22/1997
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
MathMaster 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 5-8: 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 Master 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.

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EXHIBIT C

Trademarks

See next pages.

Knowledge Adventure, Inc.
Trademark Schedule - United States

#	Serial Number	Reg. Number	Word Mark
1	78931296	3442922	JUMPSTART WORLD
2	78931269	3442921	JUMPSTART WORLD
3	78605347	3175354	JUMPSTART READING WITH KARAOKE
4	78255675	3379274	JUMP START
5	78145627	2986075	JUMPSTART: STUDY HELPERS
6	77902932	3881461	JUMPSTART GET MOVING
7	77952231		ADVENTURE
8	77952195		ADVENTURE.COM
9	77406332	3855330	SAY IT IN
10	76019946	2600108	KID WORKS
11	75536954	2409216	DR. BRAIN
12	75558011	2356767	JUMPSTART
13	75542000	2337590	
14	75541597	2337586	
15	75712958		MAX BLASTER
16	75980266	2460530	JUMP START
17	75980234	2462886	JUMP START
18	75890978	2499700	JUMPSTART
19	75804124		BLASTER LEARNING SYSTEM
20	75804123	2601761	BLASTER LEARNING SYSTEM
21	75709812	2667534	READING BLASTER
22	75429797	2830250	JUMP START
23	75456420	2432336	SAY IT IN SPANISH

**Knowledge Adventure, Inc.
Trademark Schedule - United States**

#	Serial Number	Reg. Number	Word Mark
24	75456419	2434332	SAY IT IN
25	75440518		SPELLING BLASTER
26	75429794	3303023	JUMP START
27	75429793	2601370	JUMP START
28	75369232		WRITING BLASTER
29	75094851	2136628	JUMPSTART TODDLERS
30	75052728	2043236	KNOWLEDGE ADVENTURE
31	75046367	2473819	JUMP START
32	75046366	2145124	JUMP START
33	75340189		BRAIN BLASTER
34	75275220		BLASTER PALS
35	75202024	3178830	JUMPSTART PRE-K
36	75202023	2943284	JUMPSTART PRE-K
37	74632530	2189555	JUMP START 5TH GRADE
38	74632529	2189554	JUMP START 4TH GRADE
39	74591474	2106124	JUMPSTART PRESCHOOL
40	74591472	2196129	JUMP START 3RD GRADE
41	74591471	2106123	JUMPSTART PRESCHOOL
42	74577167	2189535	JUMP START 2ND GRADE
43	74577166	2189534	JUMP START 2ND GRADE
44	74565591	2007427	KNOWLEDGE ADVENTURE
45	74563568	2100597	JUMP START FIRST GRADE
46	74563567	2100596	JUMP START FIRST GRADE

**Knowledge Adventure, Inc.
Trademark Schedule - United States**

#	Serial Number	Reg. Number	Word Mark
47	74563566	2102487	JUMP START KINDERGARTEN
48	74563565	2102486	JUMP START KINDERGARTEN
49	74379819	1853532	ENGLISH EXPRESS
50	74352282	1804246	DINOSAUR ADVENTURE
51	74284747	1822053	ISLAND OF DR. BRAIN
52	74121666	1667454	MONOLOGUE
53	73733659	1532802	MATH BLASTER!