

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
ELC ACQUISITION CORP.		08/01/2011	CORPORATION: DELAWARE
ELC HOLDINGS CORPORATION		08/01/2011	CORPORATION: DELAWARE
EXCELLIGENCE LEARNING CORPORATION		08/01/2011	CORPORATION: DELAWARE
EXCELLIGENCE HOLDINGS CORP.		08/01/2011	CORPORATION: DELAWARE
ACHIEVEMENT PRODUCTS, INC.		08/01/2011	CORPORATION: DELAWARE
ANGELES CORPORATION		08/01/2011	CORPORATION: DELAWARE
COLORATIONS, INC.		08/01/2011	CORPORATION: OHIO
EARLYCHILDHOOD LLC		08/01/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
EDUCATIONAL PRODUCTS, INC.		08/01/2011	CORPORATION: TEXAS
MARKETING LOGISTICS, INC.		08/01/2011	CORPORATION: MINNESOTA
SMARTERKIDS.COM, INC.		08/01/2011	CORPORATION: DELAWARE
STEFFY WOOD PRODUCTS, INC.		08/01/2011	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION, AS AGENT
Street Address:	245 Park Avenue
Internal Address:	44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Registration Number:	3888200	BUY WHERE TEACHERS BUY
Registration Number:	3810251	VARIO SEAT

900198546

TRADEMARK
 REEL: 004595 FRAME: 0109

CH \$1390.00 3888200

Registration Number:	3866627	MYRIDER
Registration Number:	3718580	ECMD
Registration Number:	3718418	SURESTOP
Registration Number:	3647524	MY HOMETOWN
Registration Number:	3675708	CLASSICRIDER
Registration Number:	3738832	CONVERTO
Registration Number:	3769889	RUGGEDRIDER
Registration Number:	3491407	INCREDIBLEFOAM
Registration Number:	3463558	SOUND SPONGE
Registration Number:	3351369	
Registration Number:	2906713	TEACHER QUICKSOURCE
Registration Number:	2876620	ECMD
Registration Number:	2733120	EXCELLIGENCE
Registration Number:	3097179	LITTLE KIDDLE
Registration Number:	3092020	ACHIEVEMENT PRODUCTS
Registration Number:	1109254	ACHIEVEMENT PRODUCTS
Registration Number:	3721876	BYE-BYE
Registration Number:	2950235	SPACELINE
Registration Number:	2950193	QUIET DIVIDER
Registration Number:	2605599	ANGELES BASIC
Registration Number:	2423362	SILVERRIDER
Registration Number:	2452519	ANGELES
Registration Number:	2465053	BASELINE
Registration Number:	1897533	BASE FURNITURE LINE
Registration Number:	1813744	SOF-TEX
Registration Number:	1729410	ANGELES GROUP
Registration Number:	1630880	ANGELS REST
Registration Number:	1550889	BYE BYE BUGGY
Registration Number:	1477877	ANGELES
Registration Number:	2546548	COLORATIONS
Registration Number:	2546549	COLORATIONS
Registration Number:	2555560	COMPLETING THE CIRCLE BETWEEN TEACHERS AND PARENTS
Registration Number:	2584890	BIOPUTTY
Registration Number:	2661596	COLORS LIKE ME

Registration Number:	2455515	
Registration Number:	2052213	THE IMAGINATION PLAYGROUND
Registration Number:	1852370	EARLY CHILDHOOD NEWS
Registration Number:	1818908	BIOCOLOR
Registration Number:	1412843	RAINBOW
Registration Number:	1344758	DANDI-LI-ON
Registration Number:	2675790	SCHOOL WRAP PAC
Registration Number:	2328357	PROBOARD
Registration Number:	2426072	EPI
Registration Number:	2424420	ECONOBOARD
Registration Number:	2426073	EPI
Registration Number:	3351301	DESKTOP SCHOOL SUPPLIES
Registration Number:	2471836	SMARTERKIDS
Serial Number:	85318422	CLEERSEAL
Serial Number:	85310891	SAFE-T-SIDE
Serial Number:	85198972	DISCOUNT SCHOOL SUPPLY
Serial Number:	85165498	PATTERN PIGGIES
Serial Number:	77952251	BUDGET BIRCH
Serial Number:	77765634	SPORTRIDER

CORRESPONDENCE DATA

Fax Number: (213)830-8743

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 213-680-6400

Email: kimberley.lathrop@bingham.com

Correspondent Name: Kimberley A. Lathrop

Address Line 1: 355 South Grand Avenue

Address Line 2: Bingham McCutchen LLP

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	3002329.356072
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/
Date:	08/01/2011

Total Attachments: 11

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TRADEMARK
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 1, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Ares Capital Corporation ("Ares Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 1, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ELC Acquisition Corp., a Delaware corporation, ELC Holdings Corporation, a Delaware corporation, and Excelligence Learning Corporation, a Delaware corporation (collectively, the "Borrowers"), the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto, and Ares Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Guarantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of page intentionally left blank; signature pages follow]

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

Very truly yours,

ELC ACQUISITION CORP.,
as Grantor

By: 
Name: Michael Ball
Title: VICE PRESIDENT

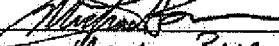
ELC HOLDINGS CORPORATION,
as Grantor

By: _____
Name: _____
Title: _____

**EXCELLIGENCE LEARNING
CORPORATION,**
as Grantor

By: _____
Name: _____
Title: _____

EXCELLIGENCE HOLDINGS CORP.,
as Grantor

By: 
Name: Michael Ball
Title: VICE PRESIDENT

Signature Page to Trademark Security Agreement

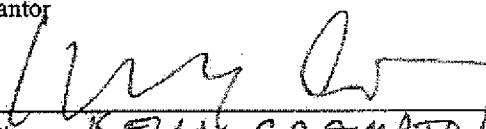
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

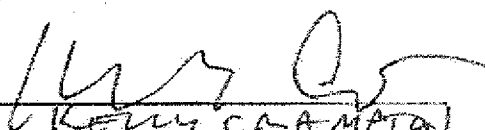
ELC ACQUISITION CORP.,
as Grantor

By: _____
Name: _____
Title: _____

ELC HOLDINGS CORPORATION,
as Grantor

By: 
Name: KELLY CRAMPIN
Title: CEO

EXCELLIGENCE LEARNING CORPORATION,
as Grantor

By: 
Name: KELLY CRAMPIN
Title: CEO

EXCELLIGENCE HOLDINGS CORP.,
as Grantor

By: _____
Name: _____
Title: _____

Signature Page to Trademark Security Agreement

ACHIEVEMENT PRODUCTS, INC.,
as Grantor

By: [Signature]
Name: KELLY CRAMPTON
Title: CEO

ANGELES CORPORATION,
as Grantor

By: [Signature]
Name: KELLY CRAMPTON
Title: CEO

COLORATIONS, INC.,
as Grantor

By: [Signature]
Name: KELLY CRAMPTON
Title: CEO

EARLYCHILDHOOD LLC,
as Grantor


By: [Signature]
Name: KELLY CRAMPTON
Title: CEO

EDUCATIONAL PRODUCTS, INC.,
as Grantor


By: [Signature]
Name: KELLY CRAMPTON
Title: PRESIDENT

Signature Page to Trademark Security Agreement


MARKETING LOGISTICS, INC.,
as Grantor

By: 
Name: KELLY CRAMPTON
Title: CEO

SMARTERKIDS.COM, INC.,
as Grantor

By: 
Name: KELLY CRAMPTON
Title: CEO

STEFFY WOOD PRODUCTS, INC.,
as Grantor

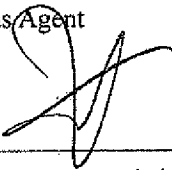
By: 
Name: KELLY CRAMPTON
Title: CEO

Signature Page to Trademark Security Agreement

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION,

as Agent



By: 
Name: Mitchell Goldstein
Title: Authorized Signatory


Signature Page to Trademark Security Agreement

TRADEMARK
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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE	OWNER
BUY WHERE TEACHERS BUY	3888200	12/07/2010	Excelligence Learning Corporation
VARIO SEAT	3810251	06/29/2010	Excelligence Learning Corporation
MYRIDER	3866627	10/26/2010	Excelligence Learning Corporation
ECMD	3718580	12/01/2009	Excelligence Learning Corporation
SURESTOP	3718418	12/01/2009	Excelligence Learning Corporation
MY HOMETOWN	3647524	06/30/2009	Excelligence Learning Corporation
CLASSICRIDER	3675708	09/01/2009	Excelligence Learning Corporation
CONVERTO	3738832	01/19/2010	Excelligence Learning Corporation
RUGGEDRIDER	3769889	04/06/2010	Excelligence Learning Corporation
INCREDIBLE FOAM	3491407	08/26/2008	Excelligence Learning Corporation
SOUND SPONGE	3463558	07/08/2008	Excelligence Learning Corporation
	3351369	12/11/2007	Excelligence Learning Corporation
TEACHER QUICKSOURCE	2906713	11/30/2004	Excelligence Learning Corporation
	2876620	08/24/2004	Excelligence Learning Corporation
EXCELLIGENCE	2733120	07/01/2003	Excelligence Learning Corporation
LITTLE KIDDIE	3097179	05/30/2006	Achievement Products, Inc.
ACHIEVEMENT	3092020	05/16/2006	Achievement Products, Inc.

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE	OWNER
PRODUCTS			
ACHIEVEMENT PRODUCTS	1109254	12/19/1978	Achievement Products, Inc.
BYE-BYE	3721876	12/08/2009	Angeles Corporation
SPACELINE	2950235	05/10/2005	Angeles Corporation
QUIET DIVIDER	2950193	05/10/2005	Angeles Corporation
ANGELES BASIC	2605599	08/06/2002	Angeles Corporation
SILVERRIDER	2423362	01/23/2001	Angeles Corporation
ANGELES	2452519	05/22/2001	Angeles Corporation
BASLINE	2465053	07/03/2001	Angeles Corporation
BASELINE (BASE FURNITURE LINE (and Design))	1897533	06/06/1995	Angeles Corporation
SOF-TEX	1813744	12/28/1993	Angeles Corporation
	1729410	11/03/1992	Angeles Corporation
ANGELS REST	1630880	01/08/1991	Angeles Corporation
BYE BYE BUGGY	1550889	08/08/1989	Angeles Corporation

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE	OWNER
	1477877	02/23/1988	Angeles Corporation
COLORATIONS	2546548	03/12/2002	Earlychildhood LLC
COLORATIONS	2546549	03/12/2002	Earlychildhood LLC
COMPLETING THE CIRCLE BETWEEN TEACHERS AND PARENTS	2555560	04/02/2002	Earlychildhood LLC
BIOPUTTY	2584890	06/25/2002	Earlychildhood LLC
COLORS LIKE ME	2661596	12/17/2002	Earlychildhood LLC
	2455515	05/29/2001	Earlychildhood LLC
THE IMAGINATION PLAYGROUD	2052213	04/15/1997	Earlychildhood LLC
EARLY CHILDHOOD NEWS	1852370	09/06/1994	Earlychildhood LLC
BIOCOLOR	1818908	02/01/1994	Earlychildhood LLC
RAINBOW	1412843	10/14/1986	Earlychildhood LLC
DANDI-LI-ON	1344758	06/25/1985	Earlychildhood LLC
SCHOOL WRAP PAC	2675790	01/21/2003	Educational Products
PROBOARD	2328357	03/14/2000	Educational Products
EPI	2426072	02/06/2001	Educational Products
ECONOBOARD	2424420	01/30/2001	Educational Products
	2426073	02/06/2001	Educational Products
	3351301	12/11/2007	Educational Products
SMARTERKIDS	2471836	07/24/2001	Smarterkids.com, Inc.

US. Trademark Applications

TRADEMARK	APPLICATION NO.	APPLICATION DATE	OWNER
CLEERseal	85/318422	05/11/2011	EXCELLIGENCE LEARNING CORPORATION
SAFE-T-SIDE	85/310891	05/03/2011	EXCELLIGENCE LEARNING CORPORATION
DISCOUNT SCHOOL SUPPLY	85/198972	12/15/2010	EXCELLIGENCE LEARNING CORPORATION
PATTERN PIGGIES	85/165498	10/30/2010	EXCELLIGENCE LEARNING CORPORATION
BUDGET BIRCH	77/952251	03/05/2010	EXCELLIGENCE LEARNING CORPORATION
SPORTRIDER	77/765634	06/22/2009	EXCELLIGENCE LEARNING CORPORATION

IP Licenses

1. Agreement, effective May 29, 1998, between QTL Corporation and X-Tra Art, Inc. and Linda Weill and Jay Weill.
2. License Agreement, effective December 17, 1999, by and between Earlychildhood.com, LLC and DecoArt, Inc.
3. Exclusive Manufacturing, Distribution, Sales and Trademark License Agreement, made as of December 31, 2008, between Angeles Corporation and Berg Design, Inc..