

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 |
|--------------------------------|----------|----------------|-------------------------------------|
| Carson-Dellosa Publishing, LLC | | 01/30/2012 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|--|
| Name: | Wells Fargo Bank, National Association |
| Street Address: | 301 South College Street |
| Internal Address: | 22nd Floor |
| City: | Charlotte |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28202 |
| Entity Type: | National Association: UNITED STATES |

PROPERTY NUMBERS Total: 68

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------------------|
| Registration Number: | 3634092 | AMERICAN EDUCATION PUBLISHING |
| Registration Number: | 3630004 | AMERICAN EDUCATION PUBLISHING |
| Registration Number: | 3463454 | BIG SKILLS FOR LITTLE HANDS |
| Registration Number: | 3699351 | BRIGHT BABY |
| Registration Number: | 1895045 | BRIGHTER CHILD |
| Registration Number: | 2102495 | BRIGHTER CHILD |
| Registration Number: | 1909946 | BRIGHTER CHILD SERIES |
| Registration Number: | 2222571 | BUILD-N-LEARN |
| Registration Number: | 3696868 | CENTERSOLUTIONS |
| Registration Number: | 3273077 | COLORFUL CUT-OUTS |
| Registration Number: | 2116986 | CRAZY SLATE |
| Registration Number: | 3557067 | CUT-OUT BUDDIES |
| Registration Number: | 3499730 | DOUBLE SMART |

CH \$1715.00 3634092

| | | |
|----------------------|---------|-------------------------------|
| Registration Number: | 3368990 | DOUBLE SMART POCKET CHART |
| Registration Number: | 2372456 | EASY GRIP PEGS |
| Registration Number: | 3117124 | EXTREME READERS |
| Registration Number: | 3696863 | EZ-SPIN |
| Registration Number: | 3904765 | FILE FOLDER GAMES TO GO |
| Registration Number: | 2546894 | |
| Registration Number: | 2469658 | |
| Registration Number: | 2510181 | FOUR-BLOCKS |
| Registration Number: | 2465617 | FOUR-BLOCKS |
| Registration Number: | 1824391 | FRACTION BUILDER |
| Registration Number: | 1604588 | FRACTION STAX |
| Registration Number: | 2135186 | |
| Registration Number: | 2136550 | FRANK SCHAFFER PUBLICATIONS |
| Registration Number: | 2281881 | FSP |
| Registration Number: | 1944317 | GIFTED & TALENTED |
| Registration Number: | 1755276 | |
| Registration Number: | 1731023 | |
| Registration Number: | 1836631 | HIGHREACH LEARNING |
| Registration Number: | 1828862 | HIGHREACH LEARNING |
| Registration Number: | 1888442 | HOMEWORK HELPERS |
| Registration Number: | 953663 | IF |
| Registration Number: | 2211391 | IN CELEBRATION |
| Registration Number: | 2205989 | IN CELEBRATION |
| Registration Number: | 3368677 | INTERVENTIONWORKS |
| Registration Number: | 3368680 | IW |
| Registration Number: | 3368685 | IW INTERVENTIONWORKS |
| Registration Number: | 1391553 | JI |
| Registration Number: | 0708362 | JUDY |
| Registration Number: | 1378066 | JUDY/INSTRUCTO |
| Registration Number: | 2391307 | |
| Registration Number: | 3368684 | LEARN TO READ - READ TO LEARN |
| Registration Number: | 3069394 | LIGHTNING READERS |
| Registration Number: | 3445780 | MASTERING BASIC SKILLS |
| Registration Number: | 3036804 | MATH 2 MASTER |
| Registration Number: | 3091153 | MILESTONE |

| | | |
|----------------------|----------|------------------------------|
| | 3437294 | PASSPORTS |
| Registration Number: | 2401523 | PEG-IT |
| Registration Number: | 2632544 | POCKET CHANGE |
| Registration Number: | 3880468 | POP-ITS |
| Registration Number: | 3710409 | QUICK STICK |
| Registration Number: | 2258527 | REAL SCIENCE - REAL FUN! |
| Registration Number: | 4035147 | SPECTRUM |
| Registration Number: | 3374252 | |
| Registration Number: | 2610356 | SPOT THE CLOCK |
| Registration Number: | 2935018 | SUMMER BRAINS |
| Registration Number: | 2148667 | |
| Registration Number: | 1658192 | THEME-A-SAURUS |
| Registration Number: | 3262611 | TOD SQUAD |
| Registration Number: | 1490156 | TOTLINE |
| Registration Number: | 2258526 | WILD GOOSE |
| Serial Number: | 85319565 | CARSON-DELLOSA LEARNING SPOT |
| Serial Number: | 85319541 | LEARNING SPOT |
| Serial Number: | 85259120 | READY REWARDS |
| Serial Number: | 85301521 | SUMMER BRIDGE ACTIVITIES |
| Serial Number: | 85100135 | THINKING KIDS' |

CORRESPONDENCE DATA

Fax Number: (678)533-7772
Phone: 404-681-5974
Email: mlg@phrd.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Parker Hudson Rainer & Dobbs, LLP
Address Line 1: 285 Peachtree Center Avenue, N.E.
Address Line 2: 15th Floor-Mike Grove
Address Line 4: Atlanta, GEORGIA 30303

| | |
|-------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 1141.138 |
| NAME OF SUBMITTER: | Bobbi Acord Noland |
| Signature: | /ban/ |
| Date: | 02/28/2012 |

Total Attachments: 20

TRADEMARK
REEL: 004726 FRAME: 0466

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of January, 30, 2012, is made by and between **CARSON-DELLOSA PUBLISHING, LLC**, a Delaware limited liability company ("Company"), having a business location at the address set forth below next to its signature hereto, and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), having a business location at the address set forth below next to its signature hereto.

Recitals

A. Company and Wells Fargo are parties to a Credit and Security Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All capitalized terms used herein (including in the preamble and recitals hereto) that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Company's right, title and interest in and to patents and patent applications, whether now owned or hereafter acquired, including (i) the patents and patent applications listed on Exhibit A, attached hereto and made a part hereof, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, fees, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof and damages therefor, (v) all licenses thereunder or related thereto and (vi) all of Company's rights corresponding thereto throughout the world.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and collective membership marks, including (i) the trade names, registered trademarks, trademark applications, registered service marks, service mark applications and collective membership marks listed on Exhibit B, attached hereto and made a part hereof, (ii) all renewals thereof, (iii) all income, royalties, fees, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof and damages therefor, (v) the goodwill of Company's business symbolized

by the foregoing or connected therewith, (vi) all licenses thereunder or related thereto and (vii) all of Company's rights corresponding thereto throughout the world.

2. **Security Interest.** Company hereby irrevocably pledges and assigns to, and grants Wells Fargo a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. **Representations, Warranties and Agreements.** Company represents, warrants and agrees as follows:

(a) **Existence; Authority.** Company is a limited liability company duly organized, validly existing and in good standing under the laws of its state of formation, and this Agreement has been duly and validly authorized by all necessary limited liability company action on the part of Company.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Company owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Company shall within 30 days provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Company's or any Affiliate's business(es). If after the date hereof, Company owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Company's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall promptly provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate of Company owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Wells Fargo of such item(s) and cause such Affiliate to execute and deliver to Wells Fargo a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Company has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Company (i) will have, at the time Company acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Wells Fargo's prior written consent.

(g) **Defense.** Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Company will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Wells Fargo's Right to Take Action.** If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Wells Fargo that it intends to abandon a Patent or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the Default Rate.

(k) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (i) of this Section 3 and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare,

complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Wells Fargo, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Company's Use of the Patents and Trademarks. Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined and used in the Credit Agreement, shall occur; or (b) Company shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. General Rights and Obligations. Except as expressly set forth herein, the rights and obligations of the Company and Wells Fargo with respect to the Patents and Trademarks shall in all respects be governed by the Credit Agreement, the terms of which are incorporated as fully as if set forth at length herein.

8. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. Any waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Company under this Agreement shall be given in the manner and with the

effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement shall have the same force and effect as the original for all purposes. This Agreement shall be governed by the internal law of North Carolina, without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

*[Remainder of page intentionally left blank;
signatures appear on the following page.]*

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Carson-Dellosa Publishing, LLC
7027 Albert Pick Road
Suite 300
Greensboro, NC 27409

CARSON-DELLOSA PUBLISHING, LLC

By: *TP*
Thomas Purcell, Chief Financial Officer
[SEAL]

STATE OF North Carolina
COUNTY OF Guilford }

The foregoing instrument was acknowledged before me this 27th day of January, 2012, by Thomas Purcell, the Chief Financial Officer of Carson-Dellosa Publishing, LLC, a Delaware limited liability company, on behalf of such company.

CONNIE L. McLENDON
NOTARY PUBLIC
GUILFORD COUNTY, NC
Commission Expires 3/24/2015

Connie L. McLendon
Notary Public Connie L. McLendon

My Commission Expires: 3/24/2015

[Signatures continue on following page.]

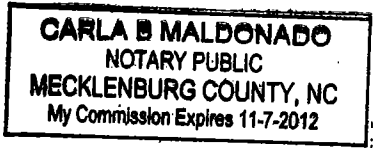
Wells Fargo Bank, National Association
MAC D1053-221
301 South College Street, 22nd Floor
Charlotte, North Carolina 28202
Attention: Carson-Dellosa Loan Administration

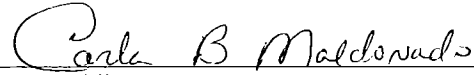
**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: 
Courtney G. Jespersen, Vice President

STATE OF North Carolina
COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 26th day of January, 2012, by Courtney G. Jespersen, Vice President, an Authorized Signatory of Wells Fargo Bank, National Association, on behalf of the national association.




Notary Public

My Commission Expires: 11-7-2012

EXHIBIT A

UNITED STATES ISSUED PATENTS

UNITED STATES PATENT APPLICATIONS

PENDING U.S. PATENT APPLICATIONS

| | Matter Description | File Date | Status |
|----|--|------------------|---|
| 1. | D/A Counting Caddy Pocket Chart | 9/10/2008 | Abandoned 7/7/2010 Refiled as 2191-28A |
| 2. | D/A Graphic Pocket Chart (x-ref-026) | 9/10/2008 | Abandoned 7/7/2010 Refiled as 2191-29A |
| 3. | D/A Number Line Pocket Chart | 9/10/2008 | Abandoned 7/7/2010 Refiled as 2191-30A |
| 4. | Display Having a 3D Aesthetic Component Attached Thereto (Pop-Its Borders) | 12/23/2008 | Pending |
| 5. | D/A Counting Caddy Pocket Chart | 2/18/2010 | Pending |
| 6. | D/A Graphing Pocket Chart | 2/18/2010 | Pending |
| 7. | D/A Number Line Pocket Chart | 2/18/2010 | Pending |
| 8. | Digital Content Management System | 7/13/2011 | Pending |
| 9. | Self-contained Multimedia Instructional Unit System and Method | 7/13/2011 | Pending |


ISSUED U.S. PATENTS

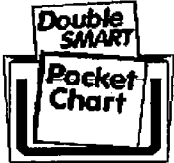
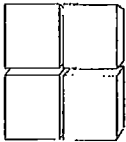
| | Matter Description | Patent # | File Date | Issue Date | Expiration |
|----|---|-----------------|------------------|-------------------|-------------------|
| 1. | Fabric Chart Kit | 5800182 | 6/7/1996 | 9/1/1998 | 6/7/2016 |
| 2. | D/A Pocket Chart see – 18 also | D444501 S | 11/25/1998 | 7/3/2001 | 7/3/2015 |
| 3. | D/A Pocket Chart – Big Apple (Divisional) | D469468 S | 4/20/2001 | 1/28/2003 | 1/28/2017 |
| 4. | D/A Pocket Chart (CIP) see – 16 also | D466935 S | 9/27/1999 | 12/10/2002 | 12/10/2016 |
| 5. | D/A Pocket Chart (Double Pocket Design with Clear Outer Pockets) | D544542 | 7/26/2006 | 6/12/2007 | 6/12/2021 |
| 6. | D/A Pocket Chart Thermometer / Goal Gauge (x-ref-029) | D569912 | 12/5/2007 | 5/27/2008 | 5/27/2022 |
| 7. | D/A Pocket Chart Stoplight | D569439 | 12/5/2007 | 5/20/2008 | 5/20/2022 |




EXHIBIT B



UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS





REGISTRATIONS




| Description of Mark | Regis. No. | Registration Date | International Class/goods and services |
|---|-------------------|--------------------------|---|
| AMERICAN EDUCATION PUBLISHING | 3634092 | 09-Jun-2009 | 16 Int.: series of educational children's books |
| AMERICAN EDUCATION PUBLISHING (Stylized) <u>AMERICAN EDUCATION PUBLISHING</u> | 3630004 | 02-Jun-2009 | 16 Int.: series of educational children's books |
| BIG SKILLS FOR LITTLE HANDS | 3463454 | 08-Jul-2008 | 16 Int.: printed materials, namely, a series of children's books, including workbooks |
| BRIGHT BABY | 3699351 | 10/20/2009 | 16. Children's activity cards in the field of infant exploration of foods, clothes, animals, places, toys, textures and vehicles. 20. Laminated boxes made of chipboard. 28. Puppets. |
| BRIGHTER CHILD | 1895045 | 23-May-1995 | 16 Int.: educational books for children |
| BRIGHTER CHILD | 2102495 | 07-Oct-1997 | 09 Int.: computer software for educational purposes featuring interactive math, reading and phonics |
| BRIGHTER CHILD SERIES & Design  | 1909946 | 08-Aug-1995 | 16 Int.: educational books for children |
| BUILD-N-LEARN | 2222571 | 09-Feb-1999 | 28 Int.: educational toys, namely building pieces of various shapes having slots on all sides for building in all directions |
| CENTERSOLUTIONS | 3696868 | 10/13/09 | 28. Boxed educational games in the fields of mathematics and language arts. |
| COLORFUL CUT-OUTS | 3273077 | 7/31/07 | 16. Paper printed labels. |
| CRAZY SLATE | 2116986 | 25-Nov-1997 | 28 Int.: toys, namely, amusement devices for temporarily |


| Description of Mark | Regis. No. | Registration Date | International Class/goods and services |
|---|------------|-------------------|---|
| | | | receiving written images and for erasing such images |
| CUT-OUT BUDDIES | 3557067 | 1/6/09 | 16. Paper printed decorative shapes, figures and labels. |
| DOUBLE SMART | 3499730 | 9/9/08 | 16. Elementary school level educational kits comprised of learning cards, activity cards, educational card games, plastic counting straws and printed charts with pockets made of nylon fabric and vinyl |
| DOUBLE SMART POCKET CHART and design  | 3368990 | 1/15/08 | 16. Elementary school level educational kits comprised of learning cards, activity cards, educational card games, plastic counting straws and printed charts. |
| EASY GRIP PEGS | 2372456 | 01-Aug-2000 | 28 Int.: toys and games, namely, manipulative, oversized, stackable, contoured pegs, which are used to promote eye-to-hand coordination, motor skills, and color discrimination in small children |
| EXTREME READERS | 3117124 | 18-Jul-2006 | 16 Int.: printed materials, namely, a series of children's books |
| EZ-SPIN | 3696863 | 10/13/09 | 16. Educational flash cards. |
| FILE FOLDERS GAMES TO GO | 3904765 | 11-Jan-2011 | 28 Int.: educational games in the fields of phonics, language arts, and mathematics. |
| Four Blocks design - geometric solid blocks  | 2546894 | 3/12/02 | 9. Video tapes featuring instruction on literacy education; 41. Educational services, namely conducting workshops and seminars in the field of literacy education. |
| Four Blocks design - squares/cubes lined for the colors green, red, blue and yellow, respectively | 2469658 | 7/17/01 | 16. Books, namely, educational planning books, instructor guides and workbooks in the field of literacy; printed wall charts; posters; and other related printed educational aids, namely, stickers, notepads and paper wall decorations. |

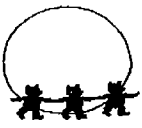
| Description of Mark | Regis. No. | Registration Date | International Class/goods and services |
|--|------------|-------------------|--|
|  | | | |
| FOUR-BLOCKS | 2510181 | 11/20/01 | 9. Video tapes featuring instruction on literacy education. 41. Educational services, namely conducting workshops and seminars in the field of literacy education. |
| FOUR-BLOCKS | 2465617 | 7/3/01 | 16. Books, namely, educational planning books, instructor guides and workbooks in the field of literacy; printed wall charts; posters; and other related printed educational aids, namely, stickers, notepads and paper wall decorations. |
| FRACTION BUILDER | 1824391 | 01-Mar-1994 | 16 Int.: printed task cards used for teaching and learning mathematics |
| FRACTION STAX & Design  | 1604588 | 03-Jul-1990 | 16 Int.: printed instructional and teaching materials, namely cards, wooden stocks and pegboards for developing mathematical skills, sold as a unit 28 Int.: games and playthings, namely, wooden cards, pegboards and cards for developing mathematical skills, sold as a unit |
| FRANK SCHAFFER character & Circle (Design Only)  | 2135186 | 10-Feb-1998 | 16 Int.: children's educational products, namely, a series of fiction and non-fiction books on a variety of topics, printed instructional, educational and teaching materials composed of text and/or pictorial representations at pre-school and elementary ed 28 Int.: children's educational products, namely, board games, jigsaw puzzles and manipulative puzzles, card games, dominoes, bingo cards and bingo game playing equipment 42 Int.: mail order catalogue services featuring children's educational products, mail order services featuring magazines in the field of childhood education |
| FRANK SCHAFFER PUBLICATIONS | 2136550 | 17-Feb-1998 | 16 Int.: children's educational products, namely, a series of fiction and non-fiction books on a variety of topics, printed instructional, educational and teaching materials composed of text and/or pictorial representations at pre-school and elementary ed 28 Int.: children's educational products, namely, board games, jigsaw puzzles and manipulative puzzles, card, games, |

| Description of Mark | Regis. No. | Registration Date | International Class/goods and services |
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| | | | dominoes, bingo cards and bingo game playing equipment 42 Int.: mail order catalogue services featuring children's educational products, mail order services featuring magazines in the field of childhood education |
| FSP | 2281881 | 28-Sep-1999 | 16 Int.: children's educational products, namely, a series of fiction and non-fiction books on a variety of topics; printed instructional, educational and teaching materials composed of text and/or pictorial representations at pre-school and elementary sch |
| GIFTED & TALENTED | 1944317 | 26-Dec-1995 | 16 Int.: children's activity and learning books |
| giraffe on wheels design  | 1755276 | 3/2/93 | 16. Educational materials dealing with learning skills for pre-school, elementary school, and adult literacy; namely, note pads, pocket charts, paper stickers, name tags, door and bulletin board decorations, award certificates, books, posters, and charts; 41. educational services; namely, conducting workshops and seminars in the field of teacher educational skills. |
| Hand, stars and geometric shapes design  | 1731023 | 11/10/92 | 16. Printed instructional and teaching materials in the field of children's education. |
| HIGHREACH LEARNING | 1836631 | 5/17/94 | 9. Audio tape cassettes for use in the education of children and instruction of adults teaching children |
| HIGHREACH LEARNING | 1828862 | 3/29/94 | 16. Printed educational materials for children and adults teaching children; namely, instruction booklets with lesson plans, activity cards, books, loose-leaf notebook sheets and wall charts, used by teachers in instructing children and communicating with parents, as well as recording children's activities, skills, abilities and the like, and photographs. |
| HOMEWORK HELPERS | 1888442 | 11-Apr-1995 | 16 Int.: educational books on a variety of topics, geared to the nursery, pre-kindergarten, and elementary levels |
| IF & Design | 953663 | 20-Feb-1973 | 16 Int.: books, pamphlets, brochures, periodicals and newsletters |

| Description of Mark | Regis. No | Registration Date | International Class/goods and services |
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| IN CELEBRATION & Design  | 2211391 | 15-Dec-1998 | 16 Int.: educational products for religious market, namely, books, bookmarks, stickers, greeting cards, folders, note pads, and printed paper bulletin board cutouts and trimmings 28 Int.: educational game in the nature of vinyl cutout characters and figures and cling-on story boards sold as a unit |
| IN CELEBRATION & Design  | 2205989 | 24-Nov-1998 | 16 Int.: educational products for religious market, namely, books, bookmarks, stickers, greeting cards, folders, note pads, and printed paper bulletin board cutouts and trimmings 28 Int.: educational game in the nature of vinyl cutout characters and figures and cling-on story boards sold as a unit |
| INTERVENTIONWORKS | 3368677 | 1/15/08 | 9. Multimedia software recorded on CD-ROM featuring proficiency assessment, instruction and teaching guides in the fields of reading and spelling for elementary and middle-school students and teachers; 16. Series of fiction and nonfiction books, instruction sheets, and printed proficiency assessment and forms in the fields of reading and spelling for elementary and middle-school students and teachers |
| IW and design  | 3368680 | 1/15/08 | 9. Multimedia software recorded on CD-ROM featuring proficiency assessment, instruction and teaching guides in the fields of reading and spelling for elementary and middle-school students and teachers; 16. Series of fiction and nonfiction books, instruction sheets, and printed proficiency assessment and forms in the fields of reading and spelling for elementary and middle-school students and teachers |
| IW INTERVENTION WORKS | 3368685 | 1/15/08 | 9. Multimedia software recorded on CD-ROM featuring proficiency assessment, instruction and teaching guides in the fields of reading and spelling for elementary and middle-school students and teachers. |

| Description of Mark | Regis. No. | Registration Date | International Class/goods and services |
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| JI & Design  | 1391553 | 29-Apr-1986 | 16 Int.: instructional books, pamphlets, workbooks for children on a variety of topics, educational teaching aids, namely, printed alphabet cards, charts, flannel wall boards and flannel letters, numerals and figures therefor, storybooks, transparency kits 28 Int.: equipment sold as a unit for playing board games, activity kits comprising toy chalk boards, toy magnetic figures and shapes for use therewith, and numerical and alphabetical and wooden puzzles |
| JUDY | 0708362 | 13-Dec-1960 | 28 Int.: educational toys and visual aids, puzzles, and equipment sold as a unit for playing board type games. |
| JUDY/INSTRUCTO | 1378066 | 14-Jan-1986 | 16 Int.: educational kits consisting of puzzles, booklets, paper cut-outs, posters, flashcards, puppets, equipment used to play board games, maps, and printed educational cards in various shapes and figure forms on a hanging display 28 Int.: equipment sold as a unit for playing board games, activity kits comprising toy chalk boards, toy magnetic figures and shapes for use therewith, numerical and alphabetical and wooden puzzles. |
| Juggler Design  | 2391307 | 03-Oct-2000 | 16 Int.: printed products for educational purposes consisting of paper and cardboard cut-outs, paper, cellophane, and cardboard decorations for bulletin boards and blackboards, children's educational books for teaching science, math, language arts and time and money, workbooks directed to teaching science, math, language arts and time and money, teaching manuals in the area of science, math, language arts and time and money, charts, posters, educational kits, namely, word and picture cards for memory retention, library and paper supplies in the form of catalogue cards, ledger paper, loose-leaf binders, chart stands, easels, and dictionary stands, word and picture cards for color recognition, reading expansion, visual perception and the like and chalkboards. 28 Int.: puzzles, games utilizing plastic beads, cubes, pegs and blocks as educational manipulatives, balance disks consisting of wooden disks placed on bases that permit the boards to rock and children's peg board games 35 Int.: mail order catalog services featuring educational |

| Description of Mark | Regis. No. | Registration Date | International Class/goods and services |
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| | | | products |
| LEARN TO READ - READ TO LEARN | 3368684 | 1/15/08 | 16. Series of fiction and nonfiction books, instruction sheets, and printed proficiency assessment forms in the fields of reading and spelling for elementary and middle-school students and teachers. |
| LIGHTNING READERS | 3069394 | 14-Mar-2006 | 16 Int.: printed materials, namely series of children's fiction books |
| MASTERING BASIC SKILLS and design  | 3445780 | 6/10/08 | 16. Children's workbooks in the fields of language arts and mathematics. |
| MATH 2 MASTER | 3036804 | 27-Dec-2005 | 16 Int.: printed educational materials, namely, books featuring mathematics. |
| MILESTONE | 3091153 | 09-May-2006 | 16 Int.: educational books on the subjects of reading, language arts, social studies, life skills, math science for students in the middle school levels and higher, and printed materials, namely, workbooks and catalogs featuring books and workbooks on the subjects of reading, language arts, social studies, life skills, math and science for students in middle school levels and higher. |
| PASSPORTS | 3437294 | 5/27/08 | 16. Printed educational activity guides for pre-kindergarten, kindergarten, and elementary education; educational materials sold as a kit containing a children's activity guide book, printed artwork, stickers, and at least one children's storybook, all packaged together in a box of corrugated cardboard. |
| PEG-IT | 2401523 | 07-Nov-2000 | 28 Int.: manipulative toy peg boards designed to promote motor skills and coordination in children |
| POCKET CHANGE | 2632544 | 08-Oct-2002 | 28 Int.: game package used for educational purposes comprised of cards, plastic coins, spinner and activity guides all sold as a unit for use in developing children's money skills |
| POP-ITS | 3880468 | 23-Nov-2010 | 16 Int.: decorative paper printed classroom borders, paper die-cut shaped accents and paperboard accents for use in pre-kindergarten and elementary school classrooms. |
| QUICK STICK | 3710409 | 10-Nov-2009 | 20 Int.: repositionable classroom wall decorations made of polypropylene |

| Description of Mark | Regis. No. | Registration Date | International Class/goods and services |
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| REAL SCIENCE - REAL FUN | 2258527 | 7/6/99 | 16. Printed manuals and illustrations for science education. 28. Educational science and hobby craft kits comprised primarily of chemicals, rubber gloves, goggles, paper cups, mixing containers, pie tins, breakers, flasks, mixing utensils, pH paper, thermometers, funnels, pipettes, eyedroppers, scales, plastic bags, test tubes, etc. |
| SPECTRUM | 4035147 | 28-Apr-2011 | 16 Int.: printed materials, namely, workbooks for children in the fields of basic early childhood concepts, mathematics, reading comprehension, vocabulary, spelling, phonics, writing, test practice and preparation, geography, language arts and science, and learning flashcards for children in the fields of basic early childhood concepts and mathematics. |
| SPECTRUM STARBURST (Design Only)  | 3374252 | 22-Jan-2008 | 16 Int.: printed materials, namely children's books, workbooks, teachers' guides in the field of mathematics, reading comprehension, vocabulary, spelling, phonics, writing, test practice and preparation, geography, language arts and science |
| SPOT THE CLOCK | 2610356 | 20-Aug-2002 | 16 Int.: printed educational materials, namely, printed cards and activity guides for use in developing children's time telling skills 28 Int.: game package used for educational purposes comprised of cards, spinners and activity guides all sold as a unit for use in developing children's time telling skills |
| SUMMER BRAINS | 2935018 | 3/22/05 | 28. Educational skills trivia game cards. |
| SUN & BEARS Design Only  | 2148667 | 07-Apr-1998 | 16 Int.: printed publications, namely, educational activity and story books for children aged two to six; educational activity and story books for parents and teachers of children aged two to six |
| THEME-A-SAURUS | 1658192 | 24-Sep-1991 | 16 Int.: publications, namely, books, containing children's teaching themes |
| TOD SQUAD | 3262611 | 7/10/07 | 16. Printed matter and paper goods, namely children's books. |
| TOTLINE | 1490156 | 31-May-1988 | 16 Int.: printed publications, namely books and newsletters containing material for working with young children |


| Description of Mark | Regis. No. | Registration Date | International Class/goods and services |
|---------------------|------------|-------------------|--|
| WILD GOOSE | 2258526 | 7/6/99 | 16. Printed manuals and illustrations for science education. 28. Educational science and hobby craft kits comprised primarily of chemicals, rubber gloves, goggles, paper cups, mixing containers, pie tins, breakers, flasks, mixing utensils, pH paper, thermometers, funnels, pipettes, eyedroppers, scales, plastic bags, test tubes, etc. |

APPLICATIONS

| Description of Mark | Serial No. | Filing Date | International Class/goods and services |
|---------------------------------|------------|-------------|---|
| CARSON-DELLOSA LEARNING SPOT | 85/319,565 | 05/12/2011 | <p>9 Int.: educational games in electronic format, namely, downloadable electronic game programs used in connection with the education of pre-kindergarten through 8th grade children; books, interactive lesson plans and visual aids in electronic format, namely, downloadable electronic books, interactive lesson plans and visual aids used in connection with the education of pre-kindergarten through 8th grade children; computer software for use in authoring, downloading, transmitting, receiving, editing, extracting, encoding, decoding, playing, storing and organizing audiovisual data, information, and programming used in connection with the education of pre-kindergarten through 8th grade children.</p> <p>38. communication by computer, providing on-line bulletin boards and community forums for the transmission of messages among computer users concerning the education of pre-kindergarten</p> |

| Description of Mark | Serial No. | Filing Date | International Class/goods and services |
|--------------------------|------------|-------------|--|
| | | | through 8 th grade children. |
| LEARNING SPOT | 85/319,541 | 05/12/2011 | <p>9 Int.: educational games in electronic format, namely, downloadable electronic game programs used in connection with the education of pre-kindergarten through 8th grade children; books, interactive lesson plans and visual aids in electronic format, namely, downloadable electronic books, interactive lesson plans and visual aids used in connection with the education of pre-kindergarten through 8th grade children; computer software for use in authoring, downloading, transmitting, receiving, editing, extracting, encoding, decoding, playing, storing and organizing audiovisual data, information, and programming used in connection with the education of pre-kindergarten through 8th grade children.</p> <p>38. communication by computer, providing on-line bulletin boards and community forums for the transmission of messages among computer users concerning the education of pre-kindergarten through 8th grade children.</p> |
| READY REWARDS | 85/259,120 | 03/06/2011 | 16 Int.: printed paper certificates of recognition for use with pre-K and elementary school-aged children. |
| SUMMER BRIDGE ACTIVITIES | 85/301,521 | 04/21/2011 | 16 Int.: series of educational books for children. |
| THINKING KIDS' | 85/100,135 | 08/04/2010 | <p>9 Int.: educational games in electronic format, namely, downloadable electronic game programs in the fields of language arts, mathematics, and science; educational books in electronic format, namely, downloadable books in the fields of language arts, mathematics, and science. 16. printed educational materials, namely, books, workbooks, lesson cards, manipulatives, classroom wall decorations, and posters in the fields of language arts, mathematics, and science. 28. educational games in the fields of language arts, mathematics, and science, namely, board games, card games and puzzles.</p> |

CANADIAN TRADEMARK REGISTRATIONS

| Trademark | Reg. No. | Reg. Date | Goods |
|---|-----------------|------------------|---|
| AMERICAN EDUCATION PUBLISHING | 550722 | 13-Sep-2001 | Series of educational books, series of educational children's books |
| AMERICAN EDUCATION PUBLISHING & Design <u>AMERICAN EDUCATION PUBLISHING</u> | 780527 | 25-Oct-2010 | Series of educational books, series of educational children's books |
| BRIGHTER CHILD SERIES & Design  | 488293 | 01-Jan-1998 | Educational books for children; Computer software for educational purposes featuring elementary school level interactive math, reading and phonics. |
| BRIGHTER CHILD | 549683 | 10-Aug-2001 | Educational books for children; Computer software for educational purposes featuring elementary school level interactive math, reading and phonics. |
| CRAZY SLATE | 531724 | 24-Aug-2000 | Toys, namely writing tablets for temporarily receiving written images and totally erasing such images. |

EUROPEAN TRADEMARK REGISTRATION

| Trademark | Reg. No. | Reg. Date | Goods |
|-------------------------|-----------------|------------------|--|
| BRIGHTER CHILD & Device | 4356151 | 23-Mar-2005 | 09 Int.: Computer software; computer programmes; computer software for educational purposes, computers; computer hardware and firmware; magnetic tapes, cards and discs; magnetic data carriers; recording discs; parts and fittings for all the aforesaid goods 16 Int.: Printed matter; books; magazines; printed publications; educational books for children; photographs; stationery; instructional and teaching material (except apparatus); all for educational purposes |