

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2012

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Educational Insights, Inc.		12/31/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Learning Resources, Inc.
Street Address:	380 N. Fairway Drive
City:	Vernon Hills
State/Country:	ILLINOIS
Postal Code:	60061
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	3926519	"ACE" - THE TALKING, TEACHING DOG
Registration Number:	2369951	ALPHAMAGNETS
Registration Number:	4225335	BBQ BLITZ!
Registration Number:	4020986	
Registration Number:	3804473	CRINKLE, CRACKLE, CREATE!
Registration Number:	3968354	DESIGN & DRILL
Registration Number:	1248897	EDUCATIONAL INSIGHTS
Registration Number:	2729789	EGGSPERT
Registration Number:	4027394	ENGAGE MINDS, INSPIRE PLAY
Registration Number:	2691693	E-Z AS ABC
Registration Number:	3775800	FOAMFETTI
Registration Number:	3905890	FRACTION MATCHIN'
Registration Number:	3903773	FREEZE UP

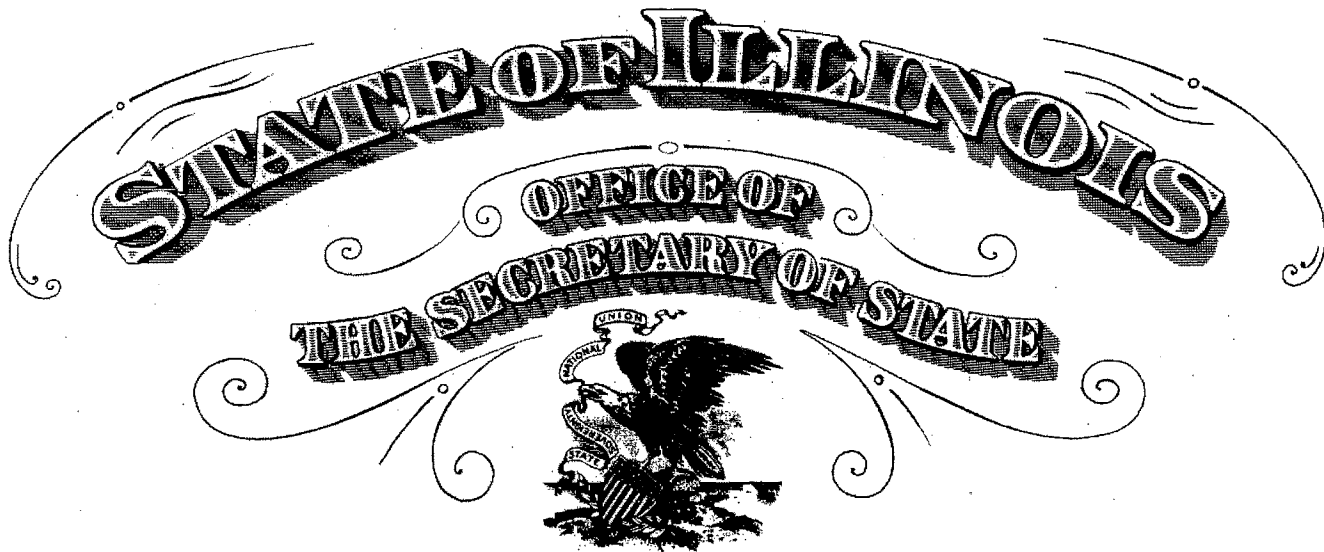
OP \$990.00 3926519

Registration Number:	1292809	FUNTHINKERS
Registration Number:	1616873	GEOSAFARI
Registration Number:	1855589	GEOSAFARI
Registration Number:	3988927	GEOSAFARI
Registration Number:	2317105	HOT DOTS
Registration Number:	4257930	KANOODLE
Registration Number:	3881830	LANGUAGE TUTOR
Registration Number:	3861843	LAUNDRY JUMBLE
Registration Number:	4225337	MAGIC MOVES
Registration Number:	3903774	MATHSHARK
Registration Number:	2007972	MYSTERY ROCK
Registration Number:	3934074	NO YELL BELL
Registration Number:	4225336	NOWHERE TO GO
Registration Number:	2748558	NUMBERS COUNT
Registration Number:	3880976	OFF-THE-WALL STORAGE CENTER
Registration Number:	4019618	PLAY FOAM
Registration Number:	3414170	PLAYFOAM
Registration Number:	3988730	PLAYFOAM
Registration Number:	4225332	RHYME OUT!
Registration Number:	3812329	SCIENCESCULPT
Registration Number:	3903859	SEASCOPE
Registration Number:	3695937	SPACE PLACE
Registration Number:	3910650	SPINZONE
Registration Number:	3877857	STIX & STONES
Registration Number:	3913461	TEACHABLE TOUCHABLES
Registration Number:	4225333	THE SCI OR FI FILES

CORRESPONDENCE DATA

Fax Number: 3122220818
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312.222.0800
Email: smprosek@michaelbest.com
Correspondent Name: Larry L. Saret
Address Line 1: 180 N. Stetson Avenue, Suite 2000
Address Line 2: Michael Best & Friedrich LLP
Address Line 4: Chicago, ILLINOIS 60601

	022252-9001
NAME OF SUBMITTER:	Larry L. Saret
Signature:	/larry l. saret/
Date:	02/06/2013
<p>Total Attachments: 8</p> <p>source=12482406_Learning_Resources_Inc_-_Certified_Articles_of_Merger#page1.tif</p> <p>source=12482406_Learning_Resources_Inc_-_Certified_Articles_of_Merger#page2.tif</p> <p>source=12482406_Learning_Resources_Inc_-_Certified_Articles_of_Merger#page3.tif</p> <p>source=12482406_Learning_Resources_Inc_-_Certified_Articles_of_Merger#page4.tif</p> <p>source=12482406_Learning_Resources_Inc_-_Certified_Articles_of_Merger#page5.tif</p> <p>source=12482406_Learning_Resources_Inc_-_Certified_Articles_of_Merger#page6.tif</p> <p>source=12482406_Learning_Resources_Inc_-_Certified_Articles_of_Merger#page7.tif</p> <p>source=12482406_Learning_Resources_Inc_-_Certified_Articles_of_Merger#page8.tif</p>	



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

THE FOREGOING AND HERETO ATTACHED IS A TRUE AND CORRECT COPY, CONSISTING OF 7 PAGES, AS TAKEN FROM THE ORIGINAL ON FILE IN THIS OFFICE FOR LEARNING RESOURCES, INC..*****



In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 23RD day of JANUARY A.D. 2013*

Jesse White

FORM **BCA 11.25** (rev. Dec. 2003)
ARTICLES OF MERGER,
CONSOLIDATION OR EXCHANGE
Business Corporation Act

Secretary of State
Department of Business Services
501 S. Second St., Rm. 350
Springfield, IL 62756
217-782-6961
www.cyberdriveillinois.com

FILED

JAN 18 2013

JESSE WHITE
SECRETARY OF STATE

Remit payment in the form of a
check or money order payable
to Secretary of State.

Filing fee is \$100, but if merger or
consolidation involves more than two
corporations, submit \$50 for each
additional corporation.

File # 53486908 Filing Fee: \$ 100.⁰⁰ Approved: 

----- Submit in duplicate ----- Type or Print clearly in black ink ----- Do not write above this line -----

NOTE: Strike inapplicable words in Items 1, 3, 4 and 5.

1. Names of Corporations proposing to ~~consolidate~~ ^{merge} and State or Country of Incorporation.
~~exchange shares~~

Name of Corporation	State or Country of Incorporation	Corporation File Number
<u>Learning Resources, Inc.</u>	<u>Illinois</u>	<u>53486908</u>
<u>Educational Insights, Inc.</u>	<u>California</u>	<u>65345625 (IL)</u>

2. The laws of the state or country under which each Corporation is incorporated permits such merger, consolidation or exchange.

3. a. Name of the ~~new~~ ^{surviving} corporation: Learning Resources, Inc.
~~acquiring~~

b. Corporation shall be governed by the laws of: Illinois

For more space, attach additional sheets of this size.

4. Plan of ~~consolidation~~ ^{merger} is as follows:
~~exchange~~
See Attached

5. The ~~consolidation~~ ^{merger} ~~exchange~~ was approved, as to each Corporation not organized in Illinois, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois Corporation, as follows:

The following items are not applicable to mergers under §11.30 — 90 percent-owned subsidiary provisions. (See Article 7 on page 3.)

Mark an "X" in one box only for each Illinois Corporation.

Name of Corporation:	By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the Articles of Incorporation voted in favor of the action taken. (§11.20)	By written consent of the shareholders having not less than the minimum number of votes required by statute and by the Articles of Incorporation. Shareholders who have not consented in writing have been given notice in accordance with §7.10 and §11.20.	By written consent of ALL shareholders entitled to vote on the action, in accordance with §7.10 and §11.20.
Learning Resources, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. Not applicable if surviving, new or acquiring Corporation is an Illinois Corporation.

It is agreed that, upon and after the filing of the Articles of Merger, Consolidation or Exchange by the Secretary of State of the State of Illinois:

- a. The surviving, new or acquiring Corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any Corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such Corporation organized under the laws of the State of Illinois against the surviving, new or acquiring Corporation.
- b. The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring Corporation to accept service of process in any such proceedings, and
- c. The surviving, new or acquiring Corporation will promptly pay to the dissenting shareholders of any Corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of The Business Corporation Act of 1983 of the State of Illinois with respect to the rights of dissenting shareholders.

7. Complete if reporting a merger under §11.30 — 90 percent-owned subsidiary provisions.

a. The number of outstanding shares of each class of each merging subsidiary Corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent Corporation:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

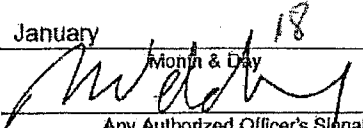
b. Not applicable to 100 percent-owned subsidiaries.

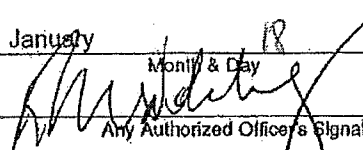
The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary Corporation was _____, _____, _____
Month & Day Year

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary Corporations received? Yes No

(If "No," duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and the notice of the right to dissent to the shareholders of each merging subsidiary Corporation.)

8. The undersigned Corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct. All signatures must be in BLACK INK.

Dated January 18, 2013, Learning Resources, Inc.
Month & Day Year Exact Name of Corporation

Any Authorized Officer's Signature
Richard M. Woldenberg, President
Name and Title (type or print)

Dated January 18, 2013, Educational Insights, Inc.
Month & Day Year Exact Name of Corporation

Any Authorized Officer's Signature
Richard M. Woldenberg, President
Name and Title (type or print)

Dated _____, _____, _____
Month & Day Year Exact Name of Corporation

Any Authorized Officer's Signature

Name and Title (type or print)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "**Agreement**"), dated as of December 31, 2012 is by and between Learning Resources, Inc., an Illinois corporation ("**Learning Resources**"), and Educational Insights, Inc., a California corporation ("**Educational Insights**").

RECITALS

WHEREAS, the board of directors and sole shareholder of each of Learning Resources and Educational Insights have approved this Agreement and the merger of Educational Insights with and into Learning Resources (the "**Merger**"), upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the parties hereby agree as follows:

ARTICLE I THE MERGER

Section 1.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, Educational Insights shall be merged with and into Learning Resources at the Effective Time (as hereinafter defined). Following the Effective Time, the separate existence of Educational Insights shall cease and Learning Resources shall continue as the surviving entity (in such capacity, the "**Surviving Entity**") and shall succeed to and assume all the rights and obligations of Educational Insights in accordance with the Illinois Business Corporation Act of 1983, as amended (the "**Act**").

Section 1.2 Effective Time. Subject to the provisions of this Agreement, as soon as practicable on or after the date hereof, Learning Resources shall file articles of merger (the "**Articles of Merger**") pursuant to Section 11.25 of the Act with the Secretary of State of Illinois, and Educational Insights shall file a certified copy of the Articles of Merger with the Secretary of State of California, and the Merger shall become effective at the time such filings are completed (the "**Effective Time**").

Section 1.3 Effects of the Merger. The Merger shall have the effects as set forth in Section 11.50 of the Act.

Section 1.4 Articles of Incorporation. At the Effective Time, the Articles of Incorporation of Learning Resources, as in effect immediately prior to the Effective Time, shall thereafter continue in full force and effect as the articles of incorporation of the Surviving Entity.

Section 1.5 Bylaws, Directors and Officers. At the Effective Time, the bylaws, directors and officers of Learning Resources, as in effect immediately prior to the Effective Time, shall thereafter continue in full force and effect as the bylaws, directors and officers of the Surviving Entity.

ARTICLE II
EFFECT OF THE MERGER ON THE OWNERSHIP
INTERESTS OF THE CONSTITUENT ENTITIES

At the Effective Time, by virtue of the Merger and without any action on the part of the parties, the following events shall occur:

(a) All outstanding shares of common stock of Learning Resources will continue, in the same amounts and percentages, as shares of common stock of the Surviving Entity; and

(b) The outstanding shares of common stock of Educational Insights will be extinguished, with consideration paid by Learning Resources in the amount of \$1.00 per share for all outstanding shares of common stock of Educational Insights.

ARTICLE III
MISCELLANEOUS

Section 3.1 Amendments and Waiver. No amendment or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party against whom that waiver is sought to be enforced.

Section 3.2 Termination. At any time prior to the Effective Time, this Agreement may be terminated and abandoned by the parties. In the event of any termination of this Agreement, this Agreement shall forthwith become void and there shall be no liability on the part of any of the parties hereto or their respective officers, directors or shareholders.

Section 3.3 Assignment; Binding Effect. Neither this Agreement nor any right, interest or obligation hereunder may be assigned by any of the parties hereto and any attempt to do so shall be null and void. Subject to the foregoing, this Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and permitted assigns.

Section 3.4 No Third Party Rights. Nothing in this Agreement shall be deemed to create any right in any creditor or other person or entity, and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party.

Section 3.5 Counterparts. This Agreement may be executed in separate counterparts by the parties hereto, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same agreement.

Section 3.6 Severability. Should any clause, sentence, paragraph subsection, Section or Article of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and the part or parts of this Agreement so held to be invalid, unenforceable or void will be deemed to

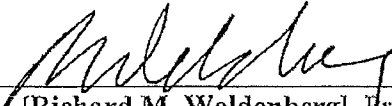
have been stricken herefrom by the parties hereto, and the remainder will have the same force and effectiveness as if such stricken part or parts had never been included herein.

Section 3.7 Entire Agreement. This Agreement sets forth all of the agreements, conditions, understandings, warranties and representations among the parties hereto with respect to the transactions contemplated hereby, and supersedes all prior agreements, arrangements and understandings among the parties hereto, whether written, oral or otherwise.

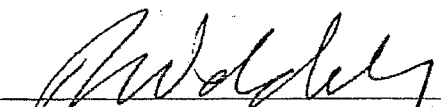
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be executed by their respective duly authorized representatives as of the day and date first written above.

LEARNING RESOURCES, INC., an Illinois corporation

By: 
[Richard M. Woldenberg], President

EDUCATIONAL INSIGHTS, INC., a California corporation

By: 
[Richard M. Woldenberg], President

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