

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
Carus Publishing Company		03/20/2013	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Olympia Transfer Services Inc., as Trustee
Street Address:	120 Adelaide Street West
Internal Address:	Suite 920
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5H 1T1
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2647001	ASK
Registration Number:	2738168	ASK ARTS AND SCIENCES FOR KIDS
Registration Number:	1982952	BABYBUG
Registration Number:	3546775	CALLIOPE EXPLORING WORLD HISTORY
Registration Number:	2216767	CICADA
Registration Number:	2155400	CLICK
Registration Number:	1163722	COBBLESTONE
Registration Number:	1107204	CRICKET
Registration Number:	3575335	FACES PEOPLE, PLACES, AND CULTURES
Registration Number:	1614847	LADYBUG
Registration Number:	2527251	LADYBUG
Registration Number:	2155401	MUSE
Registration Number:	2792592	NOODLEBUG

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Registration Number:	1456496	ODYSSEY
Registration Number:	1875206	SPIDER
Registration Number:	2100815	CATFEET PRESS
Registration Number:	2083140	CATFEET P PRESS
Registration Number:	3091657	POPULAR CULTURE AND PHILOSOPHY
Registration Number:	2947438	
Serial Number:	85774794	APPLESEEDS
Serial Number:	85774845	DIG

CORRESPONDENCE DATA

Fax Number: 6123408856
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 612-492-6842
Email: cadwell.jeffrey@dorsey.com
Correspondent Name: Jeffrey R. Cadwell
Address Line 1: Dorsey & Whitney LLP, 50 South Sixth St
Address Line 2: Suite 1500
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER: M236119

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Jeffrey R. Cadwell

Signature: /Jeffrey R. Cadwell/

Date: 04/25/2013

Total Attachments: 3

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TRADEMARK SECURITY AGREEMENT

March 20, 2013

WHEREAS, Carus Publishing Company, an Illinois corporation (herein referred to as “Grantor”), has adopted, used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, Grantor is obligated to Olympia Transfer Services Inc., as Trustee (referred to herein as the “Grantee”) and the other Secured Parties as defined in the Guarantee and Collateral Agreement dated as of March 20, 2013 (the “Guarantee and Collateral Agreement”) among Grantor, the other Grantors named therein and the Grantee for the payment and performance of the Obligations (as defined in the Guarantee and Collateral Agreement); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the “Collateral”), to secure the payment, performance and observance of the Obligations, as defined in the Guarantee and Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

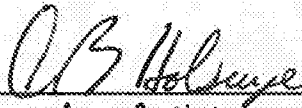
Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee’s address is Olympia Transfer Services Inc.
120 Adelaide Street West, Suite 920
Toronto, Ontario M5H 1T1
Attention: Corporate and Shareholder Services
Facsimile No: (416) 364-1827

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IN WITNESS WHEREOF, Grantor has caused this trademark security agreement to be duly executed by its officer thereunto duly authorized as of the date hereof.

CARUS PUBLISHING COMPANY

By: 
Name: Aric R. Holsinger
Title: Secretary & Treasurer

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

<u>Trademark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
ASK	2002-11-05	2647001
ASK ARTS AND SCIENCES FOR KIDS	2003-07-15	2738168
BABYBUG	1996-06-25	1982952
CALLIOPE EXPLORING WORLD HISTORY	2008-12-16	3546775
CICADA	1999-01-05	2216767
CLICK	1998-05-05	2155400
COBBLESTONE (stylized)	1981-08-04	1163722
CRICKET and Design	1978-11-28	1107204
FACES PEOPLE, PLACES, AND CULTURES	2009-02-17	3575335
LADYBUG and Design	1990-09-25	1614847
LADYBUG	2002-01-08	2527251
MUSE	1998-05-05	2155401
NOODLEBUG	2003-12-09	2792592
ODYSSEY	1987-09-08	1456496
SPIDER	1995-01-24	1875206
Catfeet Press	1997-09-30	2100815
Catfeet P Press (with design)	1997-07-29	2083140
Popular Culture and Philosophy	2006-05-09	3091657
(Design of eye and TV screen)	2005-05-10	2947438
APPLESEEDS	Trademark not issued yet.	Trademark not issued yet. Application number 85/774794 filed on 11/8/2012
DIG	Trademark not issued yet.	Trademark not issued yet. Application number 85/774845 filed on 11/8/2012