

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Environments Inc.		05/03/2013	CORPORATION: SOUTH CAROLINA

RECEIVING PARTY DATA

Name:	Excelligence Learning Corporation
Street Address:	2 Lower Ragsdale Dr.
Internal Address:	Suite 200
City:	Monterey
State/Country:	CALIFORNIA
Postal Code:	93940
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2702447	CHROMA CHAIRS
Registration Number:	3576092	COLORDESIGN CARPET
Registration Number:	2023577	EARTHCHILD
Registration Number:	2609995	EICHILD.COM
Registration Number:	1318706	ENVIRONMENTS, INC.
Registration Number:	3494686	GIVE PLAY A CHANCE!
Registration Number:	3439965	GO TOGETHERS
Registration Number:	3424903	MAPLE COLOR LINE
Registration Number:	2432043	NIFTYSYSTEM
Registration Number:	3439968	PEEKABLUE!
Registration Number:	2396302	PRE3CHILD
Registration Number:	1837414	ROLEOVERS
Registration Number:	1525918	SOFTSTAGES

OP \$365.00 2702447

Registration Number: 3153290

CORRESPONDENCE DATA

Fax Number: 8313335616

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

Phone: 831-333-5760

Email: pmilestone@excelligence.com

Correspondent Name: Philip Milestone

Address Line 1: 2 Lower Ragsdale Dr.

Address Line 2: Suite 200

Address Line 4: Monterey, CALIFORNIA 93940

NAME OF SUBMITTER:

Philip Milestone

Signature:

/philip milestone/

Date:

06/12/2013

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment is made by ENVIRONMENTS INC., a South Carolina corporation with its principal office at 100 Laurens Street, Beaufort South Carolina 29902 (“Assignor”), in favor of EXCELLIGENCE LEARNING CORPORATION, a Delaware corporation (“Assignee”) with its principal office at 2 Lower Ragsdale, Suite 200, Monterey, California 93940.

WITNESSETH:

WHEREAS, Assignor is the owner of the entire right, title and interest in and to, and has adopted, used, is using or intends to use, the trademarks listed on Exhibit A (collectively, the “Trademarks”);

WHEREAS, the Assignor has applied for registration of the Trademarks with the United States Patent and Trademark Office identified on Exhibit A (collectively, the “Applications”);

WHEREAS, pursuant to the Asset Purchase Agreement of even date herewith by and among the Assignor, Assignee and Principals as defined therein (the “Asset Purchase Agreement”), Assignee has acquired the entire right, title and interest in and to the said Trademarks and Applications, together with the goodwill of the business symbolized by the said Trademarks and said Applications;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby assigns and transfers to the Assignee, all right, title and interest in said Trademarks and said Applications in the United States and throughout the world, together with the goodwill of the business symbolized by said Trademarks and said Applications, and with all causes of action for previously occurring infringements of the rights being assigned, and the right to receive and retain the proceeds relating to those infringements.

AND, the Assignor shall, upon request by the Assignee and at the Assignee’s expense, (i) do and execute or arrange for the doing and executing of each necessary act, document and thing to implement this Trademark Assignment, including the recordation of this assignment with trademark offices around the world, and (ii) give such assistance as the Assignee may reasonably request to complete the registration of the Applications for the Trademarks.

THIS TRADEMARK ASSIGNMENT DOES NOT REPLACE, SUBSTITUTE FOR, EXPAND, EXTINGUISH, IMPAIR OR LIMIT IN ANY WAY THE RIGHTS, OBLIGATIONS, CLAIMS, OR REMEDIES OF ANY PARTY UNDER THE TERMS AND CONDITIONS OF THE ASSET PURCHASE AGREEMENT. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS AND CONDITIONS SET FORTH IN THIS TRADEMARK ASSIGNMENT AND THE TERMS AND CONDITIONS SET FORTH IN THE ASSET PURCHASE AGREEMENT, OR THE INTERPRETATION AND APPLICATION THEREOF, THE TERMS AND CONDITIONS SET FORTH IN THE ASSET PURCHASE AGREEMENT SHALL PREVAIL, GOVERN, AND CONTROL IN ALL RESPECTS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS HEREOF, Assignor has executed this document by a duly authorized officer this ___ day of May, 2013.

ENVIRONMENTS, INC.

By: *Mene J. Hoogenboom*
Name: _____
Title: *President*

[SIGNATURE PAGE TO ENVIRONMENTS, INC. TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 005046 FRAME: 0362

EXHIBIT A

Reg. Number	Serial Number	Word Mark	Check Status	Live/Dead	Printed	Certificate Issue Date	5th/6th year Filed?	Last 10th year Renewed?	Next Renewal due by	JRobertson Renewal Opens
	77519808	BE FREE	<u>TSDR</u>	LIVE	Be Free	Suspended as of 6-Nov-12				
2702447	76422200	CHROMA CHAIRS	<u>TSDR</u>	LIVE	Chroma Chairs	1-Apr-03	28-Mar-09		1-Apr-13	Final Deadline 1-Oct-13
3576092	77530635	COLORDESIGN CARPET	<u>TSDR</u>	LIVE	ColorDesign Carpet	17-Feb-09			17-Feb-15	
2023577	75016100	EARTHCHILD	<u>TSDR</u>	LIVE	Earthchild	17-Dec-96	9-Dec-02	8-Dec-06	17-Dec-16	17-Dec-15
2609995	75320116	EICILD.COM	<u>TSDR</u>	LIVE		20-Aug-02	31-Jul-08	28-Mar-12	20-Aug-14	20-Aug-21
1318706	73454804	ENVIRONMENTS, INC.	<u>TSDR</u>	LIVE	Environments, Inc.	5-Feb-85	18-Jun-91	29-Apr-05	5-Feb-15	05-Feb-14
3494606	77176603	GIVE PLAY A CHANCE!	<u>TSDR</u>	LIVE	Give play a chance!	7-Sep-08			7-Sep-14	02-Sep-13
3439965	77288362	GO TOGETHERS	<u>TSDR</u>	LIVE	Go Togethers	3-Jun-08			3-Jun-14	04-Jun-13
3424803	77290473	MAPLE COLOR LINE	<u>TSDR</u>	LIVE	Maple Color Line	6-May-08			6-May-14	06-May-13
2432043	75517791	NIFTYSYSTEM	<u>TSDR</u>	LIVE	NIFTYsystem	27-Feb-01	30-Aug-06	28-Jan-11	27-Feb-21	27-Feb-20
3439968	77288472	PEEKABLUE!	<u>TSDR</u>	LIVE	Peekablu!	3-Jun-08			3-Jun-14	03-Jun-13
2396302	75517792	PRE3CHILD	<u>TSDR</u>	LIVE	Pre3child	17-Oct-00	5-May-06	24-Mar-10	17-Oct-20	17-Oct-19
1837414	74365005	ROLECOVERS	<u>TSDR</u>	LIVE	RoleCovers	24-May-94	19-Jun-00	12-Jul-04	24-May-14	24-May-13
1525918	73733388	SOFTSTAGES	<u>TSDR</u>	LIVE	SoftStages	21-Feb-89	26-Oct-94	14-Mar-09	21-Feb-19	21-Feb-18
3153280	78630671		<u>TSDR</u>	LIVE	Redbird Logo	10-Oct-06	5-Apr-12		10-Oct-16	10-Oct-15
	75320118	1-800-EI-CHILD	<u>TSDR</u>	DEAD						
	75219284	1-800-EI-CHILD	<u>TSDR</u>	DEAD						
	75320119	1-800-EI-FAX-US	<u>TSDR</u>	DEAD						

2700168	76822201	COLORSLITE	<u>TSDR</u>	DEAD	ColourSuite	25-Mar-03		Not Renewed
	73320117	ENVIRONMENT, INC.	<u>TSDR</u>	DEAD				
1409724	73674369	ENVIRONMENTS	<u>TSDR</u>	DEAD	Boy climbing logo	24-May-88	31-May-95	Not renewed
3065881	78588658	ENVIRONMENTS ...FOR CHILDREN!	<u>TSDR</u>	DEAD	Environments ...for children!	7-Mar-06		Not renewed
2152240	75259799	ENVIRONMENTS THEMESPIRIT	<u>TSDR</u>	DEAD				Not renewed
2290403	75242187	FLOWSCAPE	<u>TSDR</u>	DEAD				Not renewed
	78681550	LOOKBOOK	<u>TSDR</u>	DEAD				
	74534184	RAINBOW RIDGE	<u>TSDR</u>	DEAD				
	78717194	ROOMMAKER	<u>TSDR</u>	DEAD				
	73698304	SOFT PLAY STAGES	<u>TSDR</u>	DEAD				
	75833793	THEMESPIRIT	<u>TSDR</u>	DEAD	ThemeSpirit			
	73309674	WONDERS WONDERS	<u>TSDR</u>	DEAD	Wonders			