

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320304

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Learning Resources, Inc.		10/09/2014	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn, 22nd Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	NATIONAL ASSOCIATION: BANK: UNITED STATES		
PROPERTY NUMBERS Total: 99			
Property Type	Number	Word Mark	
Registration Number:	2067952	COOL CASH BINGO	
Registration Number:	2900802	DECIMAL TOWER	
Registration Number:	1780432	DINO MATH TRACKS	
Registration Number:	2940842	FACTOR FRENZY	
Registration Number:	2110995	FRACTION TOWER	
Registration Number:	2347731	FRACTION ZONE	
Registration Number:	2014825	FRIENDLY FARM	
Registration Number:	2361482	GEARS! GEARS! GEARS!	
Registration Number:	2389899	GEARS! GEARS! GEARS!	
Registration Number:	2492367	GEOTOOL	
Registration Number:	2285900	HANDS ON LITERACY	
Registration Number:	4059835	HANDS-ON STANDARDS	
Registration Number:	3172564	HEAD FULL OF NUMBERS	
Registration Number:	1649133	HEXAGRAM	
Registration Number:	1969631	LEARNING CLOCK	
Registration Number:	3103066	LEARNING FOR THE FUN OF IT!	
Registration Number:	1380334	LEARNING RESOURCES	
Registration Number:	2161378	LEARNING RESOURCES	
Registration Number:	2637194	LEARNING TO READ IS A SNAP	
Registration Number:	2937039	LIGHT 'N' STRIKE MATH	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	1924592	LINK 'N' COUNT
Registration Number:	1614039	LINK 'N' LEARN
Registration Number:	1924593	LINK 'N' SPELL
Registration Number:	1751385	L R
Registration Number:	3213869	LR INTERACTIVE
Registration Number:	1705913	MATHLINK
Registration Number:	1818029	MINI-MOTORS
Registration Number:	2020275	
Registration Number:	4280452	NEW SPROUTS
Registration Number:	4177049	NOW! BOARD
Registration Number:	2911038	ORGANIZATION STATION
Registration Number:	1950557	POWER OF SCIENCE
Registration Number:	1786734	PRETEND & PLAY
Registration Number:	2342834	PRETEND & PLAY
Registration Number:	2263717	QUANTUM
Registration Number:	1986907	RAINBOW FRACTION
Registration Number:	1987232	RAINBOW FRACTION TEACHING SYSTEM
Registration Number:	3143239	RIGHT TIMER
Registration Number:	2928783	SAFE-T
Registration Number:	2799341	SMART SNACKS
Registration Number:	4007287	SMART SNACKS
Registration Number:	3059069	SMART SPLASH
Registration Number:	3634899	SMART TOYS FOR TODAY'S KIDS
Registration Number:	2519907	SNAP IT UP!
Registration Number:	2113392	SPOTLIGHT ON SCIENCE
Registration Number:	2738577	STAKUBE
Registration Number:	2390602	TEACHING TELEPHONE
Registration Number:	1657522	THREE BEAR FAMILY
Registration Number:	2962664	TIME TRACKER
Registration Number:	4063385	TIME TRACKER
Registration Number:	2010027	TOSS N PLAY
Registration Number:	3272027	ULTRAFLEX
Registration Number:	3274602	VIEW-THRU
Registration Number:	2366041	WACKY FACTORY
Registration Number:	3077744	WACKY WIGGLERS
Registration Number:	2801505	WORD FOR WORD
Registration Number:	3926519	"ACE" - THE TALKING, TEACHING DOG
Registration Number:	2369951	ALPHAMAGNETS
Registration Number:	4225335	BBQ BLITZ!

TRADEMARK

Property Type	Number	Word Mark
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:	3775800	FOAMFETTI
Registration Number:	3905890	FRACTION MATCHIN'
Registration Number:	3903773	FREEZE UP
Registration Number:	1616873	GEOSAFARI
Registration Number:	3988927	GEOSAFARI
Registration Number:	2317105	HOT DOTS
Registration Number:	4257930	KANOODLE
Registration Number:	4406710	KIDNOCLARS
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:	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:	4536749	SHELBY'S SNACK SHACK GAME
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
Registration Number:	4470053	THE SNEAKY, SNACKY SQUIRREL GAME
Serial Number:	86361713	BRIGHTS!
Serial Number:	86150801	DINO CONSTRUCTION COMPANY
Serial Number:	86230803	EDUCATIONAL INSIGHTS
Serial Number:	86233950	NANCY B'S SCIENCE CLUB

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86233962	NANCY B'S SCIENCE CLUB COME EXPERIENCE S

CORRESPONDENCE DATA

Fax Number: 2127557306

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

Phone: 212.326.3939

Email: NYTEF@JONESDAY.COM

Correspondent Name: Nathan J. Hoepfner

Address Line 1: 222 East 41 Street

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	080461-010085
NAME OF SUBMITTER:	Nathan J. Hoepfner
SIGNATURE:	/Nathan J. Hoepfner/
DATE SIGNED:	10/16/2014

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 9, 2014, is made by Learning Resources, Inc., an Illinois corporation ("Grantor"), in favor of JPMorgan Chase Bank, N.A., in its capacity as administrative agent ("Agent") for the lenders party to the Credit Agreement referred to below.

WHEREAS, Grantor owns the Trademarks (as defined in the Security Agreement) listed on Schedule 1 annexed hereto and is a party to the Licenses (as defined in the Security Agreement) with respect to Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Credit Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement) among Grantor, the other Loan Parties party thereto, the financial institutions party thereto from time to time and Agent;

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Security Agreement") among Grantor, the other grantors party thereto and Agent, for and on behalf of the Secured Parties (in such capacity, together with its successors pursuant to the terms of such Security Agreement, "Grantee"), Grantor has granted to Grantee a continuing security interest in all of its Collateral, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(a) each Trademark (as defined in the Security Agreement) owned by Grantor, including, without limitation, each Trademark registration and application listed on Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(b) each License (as defined in the Security Agreement) to which Grantor is a party with respect to any Trademarks; and

(c) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark listed on Schedule 1 hereto, or

licensed by Grantor under any License with respect to any Trademark, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to its security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Security Agreement, the Security Agreement will control.

[signature pages follow]

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

LEARNING RESOURCES, INC., as Grantor

By: 

Name: Edward Stassen

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005382 FRAME: 0507

ACKNOWLEDGED:

JPMORGAN CHASE BANK, N.A., as
Grantee

By: *Barbara Rajch*
Name: *Barbara Rajchel*
Title: *Authorized Officer*

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005382 FRAME: 0508

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Registration Number	Registration Date
COOL CASH BINGO	USA	2067952	6/3/1997
DECIMAL TOWER	USA	2900802	11/2/2004
DINO MATH TRACKS	USA	1780432	7/6/1993
FACTOR FRENZY	USA	2940842	4/12/2005
FRACTION TOWER	USA	2110995	11/4/1997
FRACTION ZONE	USA	2347731	5/2/2000
FRIENDLY FARM	USA	2014825	11/12/1996
GEARS LOGO	USA	2361482	6/27/2000
GEARS! GEARS! GEARS!	USA	2389899	9/26/2000
GEOTOOL	USA	2492367	9/25/2001
HANDS ON LITERACY	USA	2285900	10/12/1999
HANDS-ON STANDARDS	USA	4059835	11/22/2011
HEAD FULL OF NUMBERS	USA	3172564	11/14/2006
HEXAGRAM	USA	1649133	6/25/1991
LEARNING CLOCK	USA	1969631	4/23/1996

Mark	Jurisdiction	Registration Number	Registration Date
LEARNING FOR THE FUN OF IT!	USA	3103066	6/13/2006
LEARNING RESOURCES	USA	1380334	1/28/1986
LEARNING RESOURCES	USA	2161378	6/2/1998
LEARNING TO READ IS A SNAP	USA	2637194	10/15/2002
LIGHT 'N' STRIKE MATH	USA	2937039	3/29/2005
LINK 'N' COUNT	USA	1924592	10/3/1995
LINK 'N' LEARN	USA	1614039	9/18/1990
LINK 'N' SPELL	USA	1924593	10/3/1995
LR AND BLOCK DESIGN	USA	1751385	2/9/1993
LR INTERACTIVE & DESIGN	USA	3213869	2/27/2007
MATHLINK	USA	1705913	8/4/1992
MINI-MOTORS	USA	1818029	1/25/1994
MISCELLANEOUS DESIGN (Color Scheme)	USA	2020275	12/3/1996
NEW SPROUTS	USA	4280452	1/22/2013
NOW! BOARD & DESIGN	USA	4177049	7/17/2012
ORGANIZATION STATION	USA	2911038	12/14/2004
POWER OF SCIENCE	USA	1950557	1/23/1996
PRETEND & PLAY	USA	1786734	8/10/1993

Mark	Jurisdiction	Registration Number	Registration Date
PRETEND & PLAY	USA	2342834	4/18/2000
QUANTUM	USA	2263717	7/20/1999
RAINBOW FRACTION	USA	1986907	7/16/1996
RAINBOW FRACTION TEACHING SYSTEM AND DESIGN	USA	1987232	7/16/1996
RIGHT TIMER	USA	3143239	9/12/2006
SAFE-T	USA	2928783	3/1/2005
SMART SNACKS	USA	2799341	12/23/2003
SMART SNACKS	USA	4007287	8/2/2011
SMART SPLASH	USA	3059069	2/14/2006
SMART TOYS FOR TODAY'S KIDS	USA	3634899	6/9/2009
SNAP IT UP!	USA	2519907	12/18/2001
SPOTLIGHT ON SCIENCE	USA	2113392	11/18/1997
STAKUBE	USA	2738577	7/15/2003
TEACHING TELEPHONE	USA	2390602	9/26/2000
THREE BEAR FAMILY	USA	1657522	9/17/1991
TIME TRACKER	USA	2962664	6/14/2005
TIME TRACKER	USA	4063385	11/29/2011
TOSS N PLAY	USA	2010027	10/22/1996

Mark	Jurisdiction	Registration Number	Registration Date
ULTRAFLEX	USA	3272027	7/31/2007
VIEW-THRU	USA	3274602	8/7/2007
WACKY FACTORY	USA	2366041	7/11/2000
WACKY WIGGLERS	USA	3077744	4/4/2006
WORD FOR WORD	USA	2801505	12/30/2003
"ACE" - THE TALKING, TEACHING DOG	USA	3926519	3/1/2011
ALPHAMAGNETS	USA	2369951	7/25/2000
BBQ BLITZ!	USA	4225335	10/16/2012
BRIGHT CHILD LOGO	USA	4020986	9/6/2011
CRINKLE, CRACKLE, CREATE!	USA	3804473	6/15/2010
DESIGN & DRILL	USA	3968354	5/31/2011
EDUCATIONAL INSIGHTS	USA	1248897	8/23/1983
EGGSPERT	USA	2729789	6/24/2003
ENGAGE MINDS, INSPIRE PLAY	USA	4027394	9/20/2011
FOAMFETTI	USA	3775800	4/13/2010
FRACTION MATCHIN'	USA	3905890	1/11/2011
FREEZE UP	USA	3903773	1/11/2011
GEOSAFARI	USA	1616873	10/9/1990

Mark	Jurisdiction	Registration Number	Registration Date
GEOSAFARI	USA	3988927	7/5/2011
HOT DOTS	USA	2317105	2/8/2000
KANOODLE	USA	4257930	12/11/2012
KIDNOCULARS	USA	4406710	9/24/2013
LANGUAGE TUTOR	USA	3881830	11/23/2010
LAUNDRY JUMBLE	USA	3861843	10/12/2010
MAGIC MOVES	USA	4225337	10/16/2012
MATHSHARK	USA	3903774	1/11/2011
MYSTERY ROCK	USA	2007972	10/15/1996
NO YELL BELL	USA	3934074	3/22/2011
NOWHERE TO GO	USA	4225336	10/16/2012
OFF-THE-WALL STORAGE CENTER	USA	3880976	11/23/2010
PLAY FOAM 5-BEAD LOGO	USA	4019618	8/30/2011
PLAYFOAM	USA	3414170	4/22/2008
PLAYFOAM & DESIGN	USA	3988730	7/5/2011
RHYME OUT!	USA	4225332	10/16/2012
SCIENCESCULPT	USA	3812329	6/29/2010
SEASCOPE	USA	3903859	1/11/2011

Mark	Jurisdiction	Registration Number	Registration Date
SHELBY'S SNACK SHACK GAME	USA	4536749	5/27/2014
SPACE PLACE	USA	3695937	10/13/2009
SPINZONE	USA	3910650	1/25/2011
STIX & STONES	USA	3877857	11/16/2010
TEACHABLE TOUCHABLES	USA	3913461	2/1/2011
THE SCI OR FI FILES	USA	4225333	10/16/2012
THE SNEAKY, SNACKY SQUIRREL GAME	USA	4470053	1/21/2014

TRADEMARK APPLICATIONS

Mark	Jurisdiction	Application Number	Filing Date
BRIGHTS! & DESIGN	USA	86/361713	8/8/2014
DINO CONSTRUCTION COMPANY	USA	86/150801	12/23/2013
EDUCATIONAL INSIGHTS	USA	86/230803	3/25/2014
NANCY B'S SCIENCE CLUB	USA	86/233950	3/27/2014
NANCY B'S SCIENCE CLUB COME EXPERIENCE SCIENCE! & DESIGN	USA	86/233962	3/27/2014