

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM327558

|                              |                              |
|------------------------------|------------------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT               |
| <b>NATURE OF CONVEYANCE:</b> | RELEASE OF SECURITY INTEREST |

## CONVEYING PARTY DATA

| Name                                 | Formerly | Execution Date | Entity Type           |
|--------------------------------------|----------|----------------|-----------------------|
| General Electric Capital Corporation |          | 12/30/2014     | CORPORATION: DELAWARE |

## RECEIVING PARTY DATA

|                          |                                   |
|--------------------------|-----------------------------------|
| <b>Name:</b>             | Excelligence Learning Corporation |
| <b>Street Address:</b>   | 2 Lower Ragsdale Drive            |
| <b>Internal Address:</b> | Suite 200                         |
| <b>City:</b>             | Monterey                          |
| <b>State/Country:</b>    | CALIFORNIA                        |
| <b>Postal Code:</b>      | 93940                             |
| <b>Entity Type:</b>      | CORPORATION: DELAWARE             |

## PROPERTY NUMBERS Total: 75

| Property Type        | Number  | Word Mark              |
|----------------------|---------|------------------------|
| Registration Number: | 3888200 | BUY WHERE TEACHERS BUY |
| Registration Number: | 3810251 | VARIO SEAT             |
| Registration Number: | 3866627 | MYRIDER                |
| Registration Number: | 3718580 | ECMD                   |
| Registration Number: | 3718418 | SURESTOP               |
| Registration Number: | 3647524 | MY HOMETOWN            |
| Registration Number: | 3675708 | CLASSICRIDER           |
| Registration Number: | 3738832 | CONVERTO               |
| Registration Number: | 3769889 | RUGGEDRIDER            |
| Registration Number: | 3491407 | INCREDIBLEFOAM         |
| Registration Number: | 3463558 | SOUND SPONGE           |
| Registration Number: | 3351369 |                        |
| Registration Number: | 2906713 | TEACHER QUICKSOURCE    |
| Registration Number: | 2876620 | ECMD                   |
| Registration Number: | 2733120 | EXCELLIGENCE           |
| Registration Number: | 3097179 | LITTLE KIDDLE          |
| Registration Number: | 3092020 | ACHIEVEMENT PRODUCTS   |
| Registration Number: | 1109254 | ACHIEVEMENT PRODUCTS   |

TRADEMARK

| Property Type        | Number   | Word Mark                                |
|----------------------|----------|--|
| Registration Number: | 3721876  | BYE-BYE                                  |
| Registration Number: | 2950235  | SPACELINE                                |
| Registration Number: | 2950193  | QUIET DIVIDER                            |
| Registration Number: | 2605599  | ANGELES BASIC                            |
| Registration Number: | 2423362  | SILVERRIDER                              |
| Registration Number: | 2452519  | ANGELES                                  |
| Registration Number: | 2465053  | BASELINE                                 |
| Registration Number: | 1897533  | BASE FURNITURE LINE                      |
| Registration Number: | 1813744  | SOF-TEX                                  |
| Registration Number: | 1729410  | ANGELES GROUP                            |
| Registration Number: | 1630880  | ANGELS REST                              |
| Registration Number: | 1550889  | BYE BYE BUGGY                            |
| Registration Number: | 1477877  | ANGELES                                  |
| Registration Number: | 2546548  | COLORATIONS                              |
| Registration Number: | 2546549  | COLORATIONS                              |
| Registration Number: | 2555560  | COMPLETING THE CIRCLE BETWEEN TEACHERS A |
| Registration Number: | 2584890  | BIOPUTTY                                 |
| Registration Number: | 2661596  | COLORS LIKE ME                           |
| Registration Number: | 2455515  |  |
| Registration Number: | 2052213  | THE IMAGINATION PLAYGROUND               |
| Registration Number: | 1852370  | EARLY CHILDHOOD NEWS                     |
| Registration Number: | 1818908  | BIOCOLOR                                 |
| Registration Number: | 1412843  | RAINBOW                                  |
| Registration Number: | 1344758  | DANDI-LI-ON                              |
| Registration Number: | 2675790  | SCHOOL WRAP PAC                          |
| Registration Number: | 2328357  | PROBOARD                                 |
| Registration Number: | 2426072  | EPI                                      |
| Registration Number: | 2424420  | ECONOBOARD                               |
| Registration Number: | 2426073  | EPI                                      |
| Registration Number: | 3351301  | DESKTOP SCHOOL SUPPLIES                  |
| Registration Number: | 2471836  | SMARTERKIDS                              |
| Serial Number:       | 85318422 | CLEERSEAL                                |
| Serial Number:       | 85310891 | SAFE-T-SIDE                              |
| Serial Number:       | 85198972 | DISCOUNT SCHOOL SUPPLY                   |
| Serial Number:       | 85165498 | PATTERN PIGGIES                          |
| Serial Number:       | 77952251 | BUDGET BIRCH                             |
| Serial Number:       | 77765634 | SPORTRIDER                               |
| Serial Number:       | 85387064 | EXCELLERATIONS                           |
| Registration Number: | 3148413  | RUNABOUT                                 |

**TRADEMARK**

| Property Type        | Number   | Word Mark           |
|----------------------|----------|---------------------|
| Registration Number: | 3439171  | ROCK & ROLL         |
| Serial Number:       | 85566275 | MYPUSHPET           |
| Serial Number:       | 85819463 | SPORTRIDER          |
| Registration Number: | 2702447  | CHROMA CHAIRS       |
| Registration Number: | 3576092  | COLOREDESIGN 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          |
| Registration Number: | 3153290  |                     |
| Registration Number: | 4385489  | BUILDING BRILLIANCE |

#### CORRESPONDENCE DATA

Fax Number: 2138308743

*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: 213-680-6400

Email: kimberley.lathrop@morganlewis.com

Correspondent Name: Kimberley A. Lathrop

Address Line 1: 355 South Grand Avenue, Suite 4400

Address Line 2: Morgan Lewis & Bockius LLP

Address Line 4: Los Angeles, CALIFORNIA 90071

|                         |                       |
|-------------------------|-----------------------|
| ATTORNEY DOCKET NUMBER: | 3321625.356072        |
| NAME OF SUBMITTER:      | Kimberley A Lathrop   |
| SIGNATURE:              | /Kimberley A Lathrop/ |
| DATE SIGNED:            | 12/30/2014            |

#### Total Attachments: 13

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**TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT**

**THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT** (this "Termination"), is dated as of December 30, 2014, and made by General Electric Capital Corporation, in its capacity as administrative agent for the Lenders (the "Grantee") to Excelligence Learning Corporation, a Delaware corporation (the "Grantor").

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of September 6, 2011, made by the Grantors (as defined therein) in favor of the Grantee ("Security Agreement 1"), a security interest was granted by the Grantors (as defined therein) to the Grantee in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of October 28, 2011, made by the Grantors in favor of the Grantee ("Security Agreement 2"), a security interest was granted by the Grantor to the Grantee in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of March 12, 2012, made by the Grantors in favor of the Grantee ("Security Agreement 3"), a security interest was granted by the Grantor to the Grantee in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of January 28, 2013, made by the Grantors in favor of the Grantee ("Security Agreement 4"), a security interest was granted by the Grantor to Grantee in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of July 2, 2013, made by the Grantors in favor of the Grantee ("Security Agreement 5"), a security interest was granted by the Grantor to the Grantee in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of September 4, 2013, made by the Grantors in favor of the Grantee ("Security Agreement 6" and, together with Security Agreement 1, Security Agreement 2, Security Agreement 3, Security Agreement 4 and Security Agreement 5, the "Security Agreements"), a security interest was granted by the Grantor to the Grantee in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, Security Agreement 1 was recorded in the Trademark Division of the United States Patent and Trademark Office on September 6, 2011, at Reel 4617 and Frame 0572;

WHEREAS, Security Agreement 2 was recorded in the Trademark Division of the United States Patent and Trademark Office on December 5, 2011, at Reel 4671 and Frame 0985;

WHEREAS, Security Agreement 3 was recorded in the Trademark Division of the United States Patent and Trademark Office on March 22, 2012, at Reel 4741 and Frame 0739;

WHEREAS, Security Agreement 4 was recorded in the Trademark Division of the United States Patent and Trademark Office on January 30, 2013, at Reel 4952 and Frame 0647;

WHEREAS, Security Agreement 5 was recorded in the Trademark Division of the United States Patent and Trademark Office on July 8, 2013, at Reel 5065 and Frame 0034;

WHEREAS, Security Agreement 6 was recorded in the Trademark Division of the United States Patent and Trademark Office on September 12, 2013, at Reel 5111 and Frame 0133; and

WHEREAS, the Grantee now desires to terminate and release the Security Agreements;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured pursuant to the Security Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall have the meaning set forth in each Security Agreement, as applicable, and shall include all of the applicable Grantor's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A hereto, together with the goodwill of the business symbolized thereby.

2. Release of Security Interest. The Grantee hereby (i) terminates the Security Agreements and terminates, releases and discharges all liens and security interests in, and reassigns to Grantor, all right, title, and interest the Grantee may have in, to, or under, the Trademark Collateral; (ii) agrees that it shall execute all other documents and do all other acts necessary to relinquish and effect the release of such rights to Grantor; and (iii) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Grantee's rights under the Security Agreements with respect to the Trademark Collateral.

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IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

**GENERAL ELECTRIC CAPITAL  
CORPORATION,**

By: Ashley G. Medlo  
Name: Ashley G. Medlo  
Title: Duty Authorized Signatory

*[Signature Page to Termination and Release of Trademark Security Agreement]*

**TRADEMARK  
REEL: 005432 FRAME: 0007**

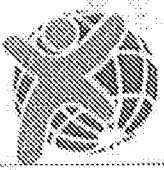

Schedule A

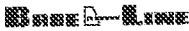

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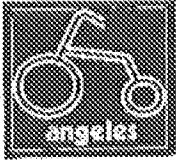


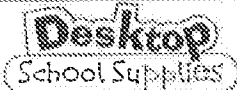


SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

| TRADEMARK   | REGISTRATION NO. | REGISTRATION DATE | OWNER                             |
|---|------------------|-------------------|-----------------------------------|
| BUY WHERE<br>TEACHERS BUY   | 3888200          | 12/07/2010        | Excelligence Learning Corporation |
| VARIO SEAT  | 3810251          | 06/29/2010        | Excelligence Learning Corporation |
| MYRIDER   | 3866627          | 10/26/2010        | Excelligence Learning Corporation |
| ECMD  | 3718580          | 12/01/2009        | Excelligence Learning Corporation |
| SURESTOP  | 3718418          | 12/01/2009        | Excelligence Learning Corporation |
| MY HOMETOWN   | 3647524          | 06/30/2009        | Excelligence Learning Corporation |
| CLASSICRIDER  | 3675708          | 09/01/2009        | Excelligence Learning Corporation |
| CONVERTO  | 3738832          | 01/19/2010        | Excelligence Learning Corporation |
| RUGGEDRIDER   | 3769889          | 04/06/2010        | Excelligence Learning Corporation |
| INCREDIBLE FOAM   | 3491407          | 08/26/2008        | Excelligence Learning Corporation |
| SOUND SPONGE  | 3463558          | 07/08/2008        | Excelligence Learning Corporation |
|  | 3351369          | 12/11/2007        | Excelligence Learning Corporation |
| TEACHER<br>QUICKSOURCE  | 2906713          | 11/30/2004        | Excelligence Learning Corporation |
|  | 2876620          | 08/24/2004        | Excelligence Learning Corporation |
| EXCELLIGENCE  | 2733120          | 07/01/2003        | Excelligence Learning Corporation |
| LITTLE KIDDIE   | 3097179          | 05/30/2006        | Achievement Products, Inc.        |
| ACHIEVEMENT   | 3092020          | 05/16/2006        | Achievement Products, Inc.        |

| TRADEMARK   | REGISTRATION NO. | REGISTRATION DATE | OWNER                      |
|---|------------------|-------------------|----------------------------|
| PRODUCTS  |                  |                   |                            |
| ACHIEVEMENT PRODUCTS  | 1109254          | 12/19/1978        | Achievement Products, Inc. |
| BYE-BYE   | 3721876          | 12/08/2009        | Angeles Corporation        |
| SPACELINE   | 2950235          | 05/10/2005        | Angeles Corporation        |
| QUIET DIVIDER   | 2950193          | 05/10/2005        | Angeles Corporation        |
| ANGELES BASIC   | 2605599          | 08/06/2002        | Angeles Corporation        |
| SILVERRIDER   | 2423362          | 01/23/2001        | Angeles Corporation        |
| ANGELES   | 2452519          | 05/22/2001        | Angeles Corporation        |
| BASELINE  | 2465053          | 07/03/2001        | Angeles Corporation        |
| <br>(BASE FURNITURE LINE (and Design)) | 1897533          | 06/06/1995        | Angeles Corporation        |
| SOF-TEX   | 1813744          | 12/28/1993        | Angeles Corporation        |
|                                        | 1729410          | 11/03/1992        | Angeles Corporation        |
| ANGELS REST   | 1630880          | 01/08/1991        | Angeles Corporation        |
| BYE BYE BUGGY   | 1550889          | 08/08/1989        | Angeles Corporation        |

| TRADEMARK   | REGISTRATION NO. | REGISTRATION DATE | OWNER                 |
|---|------------------|-------------------|-----------------------|
|    | 1477877          | 02/23/1988        | Angeles Corporation   |
| COLORATIONS   | 2546548          | 03/12/2002        | Earlychildhood LLC    |
| COLORATIONS   | 2546549          | 03/12/2002        | Earlychildhood LLC    |
| COMPLETING THE CIRCLE BETWEEN TEACHERS AND PARENTS                                  | 2555560          | 04/02/2002        | Earlychildhood LLC    |
| BIOPUTTY  | 2584890          | 06/25/2002        | Earlychildhood LLC    |
| COLORS LIKE ME  | 2661596          | 12/17/2002        | Earlychildhood LLC    |
|    | 2455515          | 05/29/2001        | Earlychildhood LLC    |
| THE IMAGINATION PLAYGROUD   | 2052213          | 04/15/1997        | Earlychildhood LLC    |
| EARLY CHILDHOOD NEWS  | 1852370          | 09/06/1994        | Earlychildhood LLC    |
| BIOCOLOR  | 1818908          | 02/01/1994        | Earlychildhood LLC    |
| RAINBOW   | 1412843          | 10/14/1986        | Earlychildhood LLC    |
| DANDI-LI-ON   | 1344758          | 06/25/1985        | Earlychildhood LLC    |
| SCHOOL WRAP PAC   | 2675790          | 01/21/2003        | Educational Products  |
| PROBOARD  | 2328357          | 03/14/2000        | Educational Products  |
| EPI   | 2426072          | 02/06/2001        | Educational Products  |
| ECONOBOARD  | 2424420          | 01/30/2001        | Educational Products  |
|  | 2426073          | 02/06/2001        | Educational Products  |
|  | 3351301          | 12/11/2007        | Educational Products  |
| SMARTERKIDS   | 2471836          | 07/24/2001        | Smarterkids.com, Inc. |

US. Trademark Applications

| TRADEMARK              | APPLICATION NO. | APPLICATION DATE | OWNER                             |
|------------------------|-----------------|------------------|-----------------------------------|
| CLEERseal              | 85/318422       | 05/11/2011       | EXCELLIGENCE LEARNING CORPORATION |
| SAFE-T-SIDE            | 85/310891       | 05/03/2011       | EXCELLIGENCE LEARNING CORPORATION |
| DISCOUNT SCHOOL SUPPLY | 85/198972       | 12/15/2010       | EXCELLIGENCE LEARNING CORPORATION |
| PATTERN FIGGIES        | 85/165498       | 10/30/2010       | EXCELLIGENCE LEARNING CORPORATION |
| BUDGET BIRCH           | 77/952251       | 03/05/2010       | EXCELLIGENCE LEARNING CORPORATION |
| SPORTRIDER             | 77/765634       | 06/22/2009       | EXCELLIGENCE LEARNING CORPORATION |

IP Licenses

1. Agreement, effective May 29, 1998, between QTL Corporation and X-Tra Art, Inc. and Linda Weill and Jay Weill.
2. License Agreement, effective December 17, 1999, by and between Earlychildhood.com, LLC and DecoArt, Inc.
3. Exclusive Manufacturing, Distribution, Sales and Trademark License Agreement, made as of December 31, 2008, between Angeles Corporation and Berg Design, Inc.

SCHEDULE I  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

N/A

2. TRADEMARK APPLICATIONS

EXCELLERATIONS

USPTO Application #85387064. Filed August 2, 2011.

3. IP LICENSES

N/A

SCHEDULE I  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

ANGELES (w/ trike design). Canada #TMA380483. Registered June 22, 2001.

RUNABOUT. USPTO #3148413. Registered September 26, 2006.

ROCK & ROLL. USPTO #3439171. Registered June 3, 2008.

2. TRADEMARK APPLICATIONS

**MyPushPet**

USPTO Application #85566275. Filed March 11, 2012.

3. IP LICENSES

N/A

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS
  - a. Mark: KUNABOUT
  - b. Registration Number: 10943801
  - c. Registration Date: October 18, 2012
  - d. Jurisdiction: European Community
  
2. APPLICATIONS:
  - a. Mark: SportRider
  - b. Application Number: 85819463
  - c. Application Date: January 9, 2013
  - d. Jurisdiction: USPTO
  
3. IP LICENSES: n/a

SCHEDULE I  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS
  - a. MY PERFECT CLASSROOM: USPTO # 4359338 – registered June 25, 2013
2. TRADEMARK RIGHTS OBTAINED THROUGH ASSIGNMENT - As part of the acquisition on Environments, Inc., Excelligence acquired full right, title, interest and good will to the following trademarks (assignment filed with the USPTO on June 12, 2013):
  - a. ~~CHROMA CHAIRS~~: USPTO #2702447 – registered April 1, 2003
  - b. ~~COLORDESIGN CARPET~~: USPTO #3576092 – registered February 17, 2009
  - c. ~~EARTHCHILD~~: USPTO #2023577 – registered December 17, 1996
  - d. EICHILD.COM: USPTO #2609995 – registered August 20, 2002
  - e. ENVIRONMENTS, INC.: USPTO #1318706 – registered February 5, 1985
  - f. GIVE PLAY A CHANCE: USPTO #3494686 – registered September 2, 2008
  - g. GO TOGETHERS: USPTO #3439965 – registered June 3, 2008
  - h. MAPLE COLOR LINE: USPTO #3424903 – registered May 6, 2008
  - i. NIFTYSYSTEM: USPTO #2432043 – registered February 27, 2001
  - j. PEEKABLUE!: USPTO #3439968 – registered June 3, 2008
  - k. PRE3CHILD: USPTO #2396302 – registered May 5, 2006
  - l. ROLEOVERS: USPTO #1837414 – registered May 24, 1994
  - m. SOFTSTAGES: USPTO #1525918 – registered February 21, 1989
  - n. [redbird logo]: USPTO #3153290 – registered October 6, 2010
3. ABANDONED TRADEMARK APPLICATIONS
  - a. MYPUSHPET: USPTO App. #8556275, effective May 13, 2013



SCHEDULE I  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS
  - a. BUILDING BRILLIANCE: USPTO # 4385489 -- registered August 13, 2013
2. ABANDONED TRADEMARK APPLICATIONS
  - a. CLEERSEAL: USPTO App. #85318422, effective July 27, 2013