

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM327583

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Achievement Products, Inc.		12/30/2014	CORPORATION: DELAWARE
Angeles Corporation		12/30/2014	CORPORATION: DELAWARE
Earlychildhood LLC		12/30/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
Excelligence Learning Corporation		12/30/2014	CORPORATION: DELAWARE
SmarterKids.com, Inc.		12/30/2014	CORPORATION: DELAWARE
Educational Products, Inc.		12/30/2014	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 71			
Property Type	Number	Word Mark	
Registration Number:	3092020	ACHIEVEMENT PRODUCTS	
Registration Number:	1109254	ACHIEVEMENT PRODUCTS	
Registration Number:	2452519	ANGELES	
Registration Number:	1729410	ANGELES GROUP	
Registration Number:	1477877	ANGELES	
Registration Number:	1630880	ANGELS REST	
Registration Number:	1897533	BASE FURNITURE LINE	
Registration Number:	2465053	BASELINE	
Registration Number:	1818908	BIOCOLOR	
Registration Number:	2584890	BIOPUTTY	
Registration Number:	3153290		
Registration Number:	4385489	BUILDING BRILLIANCE	
Registration Number:	3888200	BUY WHERE TEACHERS BUY	
Registration Number:	1550889	BYE BYE BUGGY	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	3721876	BYE-BYE
Registration Number:	3675708	CLASSICRIDER
Registration Number:	2546548	COLORATIONS
Registration Number:	2546549	COLORATIONS
Registration Number:	4328486	COLORCLASS
Registration Number:	3576092	COLORDESIGN CARPET
Registration Number:	2661596	COLORS LIKE ME
Registration Number:	3738832	CONVERTO
Registration Number:	1344758	DANDI-LI-ON
Registration Number:	3351369	
Registration Number:	4031147	DISCOUNT SCHOOL SUPPLY
Registration Number:	1852370	EARLY CHILDHOOD NEWS
Registration Number:	2023577	EARTHCHILD
Registration Number:	2876620	ECMD
Registration Number:	3718580	ECMD
Registration Number:	2424420	ECONOBOARD
Registration Number:	2609995	EICHILD.COM
Registration Number:	4475192	ENVIRONMENTS
Registration Number:	1318706	ENVIRONMENTS, INC.
Registration Number:	2426072	EPI
Registration Number:	2426073	EPI
Registration Number:	4429231	EXCELLERATIONS
Registration Number:	2733120	EXCELLIGENCE
Registration Number:	3439965	GO TOGETHERS
Registration Number:	3494686	GIVE PLAY A CHANCE!
Registration Number:	2052213	THE IMAGINATION PLAYGROUND
Registration Number:	3491407	INCREDIBLEFOAM
Registration Number:	3097179	LITTLE KIDDLE
Registration Number:	3424903	MAPLE COLOR LINE
Registration Number:	3647524	MY HOMETOWN
Registration Number:	4359338	MY PERFECT CLASSROOM
Registration Number:	3866627	MYRIDER
Registration Number:	2432043	NIFTYSYSTEM
Registration Number:	3439968	PEEKABLUE!
Registration Number:	2396302	PRE3CHILD
Registration Number:	4324572	PRIMA-COLOR
Registration Number:	2328357	PROBOARD
Registration Number:	2950193	QUIET DIVIDER
Registration Number:	1412843	RAINBOW

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3439171	ROCK & ROLL
Registration Number:	1837414	ROLEOVERS
Registration Number:	3769889	RUGGEDRIDER
Registration Number:	3148413	RUNABOUT
Registration Number:	4100273	SAFE-T-SIDE
Registration Number:	2675790	SCHOOL WRAP PAC
Registration Number:	2423362	SILVERRIDER
Registration Number:	2471836	SMARTERKIDS
Registration Number:	1525918	SOFTSTAGES
Registration Number:	1813744	SOF-TEX
Registration Number:	3463558	SOUND SPONGE
Registration Number:	2950235	SPACELINE
Registration Number:	4286414	SPORTRIDER
Registration Number:	3718418	SURESTOP
Registration Number:	2906713	TEACHER QUICKSOURCE
Registration Number:	3810251	VARIO SEAT
Serial Number:	86381665	EARLYCHILDHOOD NEWS
Serial Number:	85819463	SPORTRIDER

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: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2014, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as the administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 30, 2014 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Excelligence Learning Corporation, a Delaware corporation, (the “Company” and a “Borrower” and together with any other Borrower from time to time party thereto, the “Borrowers”), the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and GE Capital, as Administrative Agent and Revolver Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement dated as of December 30, 2014, in favor of the Administrative Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Guaranteed Obligations; and

WHEREAS, pursuant to the Guaranty and Security Agreement, the undersigned Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and

interest in, to and under the following Collateral (which shall exclude all Excluded Property, including, without limitation, "intent-to-use" Trademark applications) of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those Trademarks referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

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


ACHIEVEMENT PRODUCTS, INC.,
as Grantor

ANGELES CORPORATION,
as Grantor


EARLYCHILDHOOD LLC,
as Grantor

EXCELLIGENCE LEARNING
CORPORATION,
as Grantor

SMARTERKIDS.COM, INC.,
as Grantor

By: 
Name: Kelly Crampton
Title: Chief Executive Officer

EDUCATIONAL PRODUCTS, INC.,
as Grantor

By: 
Name: Kelly Crampton
Title: President

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

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

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005432 FRAME: 0130

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

Mark	Country	Serial Number (Application No.)	Registration Number	Owner
Achievement Products	US	76624934	3092020	Achievement Products
Achievement Products (cl 10 - equipment)	US	73123722	1109254	Achievement Products
Achievement Products (cl 35 - catalogs)	US	76624934	3092020	Achievement Products
Angeles	US	75758552	2452519	Angeles
Angeles	US	74249171	1729410	Angeles
Angeles	DE	39534293.7	39534293	Angeles
Angeles (w/ trike design)	US	73663703	1477877	Angeles
Angels Rest	US	73821933	1630880	Angeles
Base Furniture Line	US	74472666	1897533	Angeles
BaseLine (fka "Base Line")	US	75758553	2465053	Angeles
BioColor	US	74316217	1818908	Earlychildhood LLC
BioPutty	US	76205365	2584890	Earlychildhood LLC
Bird (DesignMark)	US	78630671	3153290	Excelligence Learning Corporation
Building Brilliance	US	85712825	4385489	Excelligence Learning Corporation
Buy Where Teachers Buy	US	85030971	3888200	Excelligence Learning Corporation
Bye Bye Buggy	US	73768646	1550889	Angeles
Bye-Bye	US	77734382	3721876	Angeles
ClassicRider	US	77626918	3675708	Excelligence Learning Corporation
Colorations (Class 16 - arts & crafts)	US	76128073	2546548	Earlychildhood LLC
Colorations (Class 2 - paint)	US	76128208	2546549	Earlychildhood LLC
ColorClass	US	85787138	4328486	Excelligence Learning Corporation
Colordesign Carpet	US	77530635	3576092	Excelligence Learning Corporation
Colors Like Me	US	76148346	2661596	Earlychildhood LLC
Converto	US	77626844	3738832	Excelligence Learning Corporation
Dandi-Li-On	US	73511147	1344758	Earlychildhood LLC
Design Logo - "Green" Earth	US	77136061	3351369	Excelligence Learning

Mark	Country	Serial Number (Application No.)	Registration Number	Owner
				Corporation
Design Logo - "Bird in Flight"	US	78630671	3153290	Excelligence Learning Corporation
Discount School Supply	US	85198972	4031147	Excelligence Learning Corporation
Early Childhood News	US	74361340	1852370	Earlychildhood LLC
Earthchild	US	75016100	2023577	Excelligence Learning Corporation
ECMD - Design Logo	US	76527861	2876620	Excelligence Learning Corporation
ECMD (w/o design)	US	77748364	3718580	Excelligence Learning Corporation
Econoboard	US	75551630	2424420	EPI
eichild.com	US	75320116	2609995	Excelligence Learning Corporation
Environments	US	85969332	4475192	Excelligence Learning Corporation
Environments, Inc.	US	73454804	1318706	Excelligence Learning Corporation
EPI	US	75551626	2426072	EPI
EPI (w/ pencil)	US	75551632	2426073	EPI
Excellerations	US	85387064	4429231	Excelligence Learning Corporation
Excelligence	US	76327484	2733120	Excelligence Learning Corporation
Go Togethers	US	77288362	3439965	Excelligence Learning Corporation
Give Play a Chance!	US	77176663	3494686	Excelligence Learning Corporation
The Imagination Playground	US	75038724	2052213	Earlychildhood LLC
IncredibleFoam	US	77237670	3491407	Excelligence Learning Corporation
Little Kiddle	US	76625708	3097179	Achievement Products
Maple Color Line	US	77290473	3424903	Excelligence Learning Corporation
My Hometown	US	77649452	3647524	Excelligence Learning Corporation
My Perfect Classroom	US	85780180	4359338	Excelligence Learning Corporation
MyRider	US	77865026	3866627	Excelligence Learning Corporation
NiftySystem	US	75517791	2432043	Excelligence Learning Corporation

Mark	Country	Serial Number (Application No.)	Registration Number	Owner
Peekablue!	US	77288472	3439968	Excelligence Learning Corporation
Pre3child	US	75517792	2396302	Excelligence Learning Corporation
Prima -Color	US	85781955	4324572	Excelligence Learning Corporation
Proboard	US	75551633	2328357	EPI
Quiet Divider	US	78287194	2950193	Angeles
Rainbow	US	73585772	1412843	Earlychildhood LLC
Rock & Roll	US	77137309	3439171	Angeles
RoleOvers	US	74365005	1837414	Excelligence Learning Corporation
RuggedRider	US	77626927	3769889	Excelligence Learning Corporation
Runabout	US	78730344	3148413	Angeles
Safe-T-Side	US	85310891	4100273	Excelligence Learning Corporation
School Wrap Pac	US	75551627	2675790	EPI
SilverRider	US	75918156	2423362	Angeles
Smarterkids (Class 35 - online retail)	US	75401039	2471836	Smarter Kids
SofStages	US	73733388	1525918	Excelligence Learning Corporation
Sof-Tex	US	74308668	1813744	Angeles
Sound Sponge	US	77159050	3463558	Excelligence Learning Corporation
SpaceLine	US	78300271	2950235	Angeles
SportRider (tricycles)	US	77765634	4286414	Excelligence Learning Corporation
SureStop	US	77730292	3718418	Excelligence Learning Corporation
Teacher QuickSource	US	78330403	2906713	Excelligence Learning Corporation
Vario Seat	US	77865043	3810251	Excelligence Learning Corporation

U.S. Trademark Applications

TRADEMARK	APPLICATION NO.	APPLICATION DATE	OWNER
Earlychildhood News	86381665	08/29/2014	Excelligence Learning Corporation
SportRider	85819463	01/09/2013	Excelligence Learning Corporation
Early Childhood News	86381665	08/29/2014	Excelligence Learning Corporation
SportRider (Two wheeled vehicles)	85819463	01/09/2013	Excelligence Learning Corporation