

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356423

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
REDBIRD ADVANCED LEARNING LLC		12/26/2014	LIMITED LIABILITY COMPANY: DELAWARE
THE MANDELL SCHOOL, LLC		12/26/2014	LIMITED LIABILITY COMPANY: NEW YORK
BABY STARS, INC		12/26/2014	CORPORATION: FLORIDA
ROCKET LEARNING, LLC		12/26/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	BANCO POPULAR DE PUERTO RICO
Street Address:	208 PONCE DE LEON AVENUE
City:	SAN JUAN
State/Country:	PUERTO RICO
Postal Code:	00918
Entity Type:	CORPORATION: PUERTO RICO

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	86014725	REDBIRD ADVANCED LEARNING
Serial Number:	86014704	
Serial Number:	86014155	REDBIRD ADVANCED LEARNING
Serial Number:	86014082	GIFTEDANDTALENTED.COM
Serial Number:	86014022	EPGY
Serial Number:	86013588	EDUCATION PROGRAM FOR GIFTED YOUTH
Serial Number:	86411349	MANDELL
Registration Number:	3346996	ROCKET LEARNING
Registration Number:	3811848	KID STARS
Registration Number:	3659832	BABY STARS
Registration Number:	4030753	M THE MANDELL SCHOOL
Registration Number:	3590797	MANDELL SCHOOL
Registration Number:	3590798	MANDELL SCHOOL

OP \$340.00 86014725

CORRESPONDENCE DATA**Fax Number:** 7872741470*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:** 7872744928**Email:** PCARA@PMALAW.COM**Correspondent Name:** PATRICIA G. CARA, ESQ.**Address Line 1:** 208 PONCE DE LEON AVENUE**Address Line 2:** 19TH FLOOR**Address Line 4:** SAN JUAN, PUERTO RICO 00918

ATTORNEY DOCKET NUMBER:	11-188
NAME OF SUBMITTER:	PATRICIA G. CARA
SIGNATURE:	/PATRICIA G. CARA/
DATE SIGNED:	09/25/2015

Total Attachments: 20

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 26, 2014, by **BABY STARS, INC.**, a corporation organized and existing under the laws of the State of Florida (the "Grantor"), in favor of **BANCO POPULAR DE PUERTO RICO**, in its capacity as Administrative Agent for the Lenders pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Grantor is party to that certain Credit Agreement dated as of the date hereof (the "Credit Agreement") pursuant to which the Grantor grants to the Administrative Agent, for its benefit and the ratable benefit of the Lenders, as collateral security, a security interest in the Collateral, and in connection therewith the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Lenders, to extend credit under the terms of the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. Subject to the rights of any and all licensors under any and all license agreements related to the Trademarks, the Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Lenders, as collateral security, a Lien on and security interest in and to all of its right, title and interest in, to and under all the following (the "Collateral"):

- (a) the Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. 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 Credit Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Continuing Lien. This Trademark Security Agreement creates a continuing Lien

and security interest in the Collateral described herein and shall (i) remain in full force and effect until the date which is the later of (x) the date of expiration or termination of the Commitments and (y) the date on which the Lenders have received indefeasible payment in full in cash of the Obligations, (ii) be binding upon the Grantor, its successors and assigns, and (iii) inure, together with the rights and remedies of the Administrative Agent hereunder, to the benefit of the Administrative Agent, the Lenders and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), to the extent permitted under the Credit Agreement, the Administrative Agent and each Lender may assign or otherwise transfer any Advance held by it to any other Eligible Assignee, and such other Eligible Assignee shall thereupon become vested with all of the benefits in respect thereof granted to such Eligible Assignee herein or otherwise.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature Page Follows]

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

BABY STARS, INC.

By: [Signature]
Name: Sugheil M. Colón Zayas
Title: Authorized Representative

BANCO POPULAR DE PUERTO RICO,
as Administrative Agent

By: [Signature]
Name: Jennifer Mejía
Title: Commercial Relationship Officer

Affidavit No.: - 2699 -

Acknowledged and subscribed before me by the following persons, who are personally known to me, in San Juan, Puerto Rico, on this 26th day of December, 2014: Sugheil M. Colón Zayas, of legal age, married, executive and resident of San Juan, Puerto Rico, as Authorized Representative of Baby Stars. Inc. and Jennifer Mejía, of legal age, married, banker and resident of San Juan, Puerto Rico, in her capacity as Commercial Relationship Officer of Banco Popular de Puerto Rico.



[Signature]
Notary Public

SCHEDULE I

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

I. Trademark Registrations:

A. United States Patents and Trademarks Office

OWNER	SERIAL NUMBER	REGISTRATION NUMBER	TRADEMARK
BABY STARS, INC.	77705524	3811848	KID STARS
BABY STARS, INC.	77339344	3659832	BABY STARS

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 26, 2014, by **REDBIRD ADVANCED LEARNING, LLC**, a limited liability company organized and existing under the laws of the State of Delaware (the "Grantor"), in favor of **BANCO POPULAR DE PUERTO RICO**, in its capacity as Administrative Agent for the Lenders pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Grantor is party to that certain Credit Agreement dated as of the date hereof (the "Credit Agreement") pursuant to which the Grantor grants to the Administrative Agent, for its benefit and the ratable benefit of the Lenders, as collateral security, a security interest in the Collateral, and in connection therewith the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Lenders, to extend credit under the terms of the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. Subject to the rights of any and all licensors under any and all license agreements related to the Trademarks, the Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Lenders, as collateral security, a Lien on and security interest in and to all of its right, title and interest in, to and under all the following (the "Collateral"):

- (a) the Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. 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 Credit Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Continuing Lien. This Trademark Security Agreement creates a continuing Lien

and security interest in the Collateral described herein and shall (i) remain in full force and effect until the date which is the later of (x) the date of expiration or termination of the Commitments and (y) the date on which the Lenders have received indefeasible payment in full in cash of the Obligations, (ii) be binding upon the Grantor, its successors and assigns, and (iii) inure, together with the rights and remedies of the Administrative Agent hereunder, to the benefit of the Administrative Agent, the Lenders and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), to the extent permitted under the Credit Agreement, the Administrative Agent and each Lender may assign or otherwise transfer any Advance held by it to any other Eligible Assignee, and such other Eligible Assignee shall thereupon become vested with all of the benefits in respect thereof granted to such Eligible Assignee herein or otherwise.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature Page Follows]

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

REDBIRD ADVANCED LEARNING LLC

By: 
Name: Sugheil M. Colón Zayas
Title: Authorized Representative

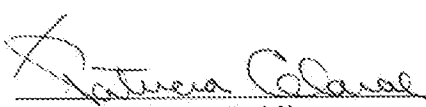
BANCO POPULAR DE PUERTO RICO,
as Administrative Agent

By: 
Name: Jennifer Mejía
Title: Commercial Relationship Officer

Affidavit No.: -3760-

Acknowledged and subscribed before me by the following persons, who are personally known to me, in San Juan, Puerto Rico, on this 26th day of December, 2014: Sugheil M. Colón Zayas, of legal age, married, executive and resident of San Juan, Puerto Rico, as Authorized Representative of Redbird Advanced Learning and Jennifer Mejía, of legal age, married, banker and resident of San Juan, Puerto Rico, in her capacity as Commercial Relationship Officer of Banco Popular de Puerto Rico.





Notary Public

SCHEDULE I

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

I. Trademark Applications:

A. United States Patent and Trademark Office

OWNER	SERIAL NUMBER	TRADEMARK
REDBIRD ADVANCED LEARNING LLC	86014725	REDBIRD ADVANCED LEARNING
REDBIRD ADVANCED LEARNING LLC	86014704	
REDBIRD ADVANCED LEARNING LLC	86014155	REDBIRD ADVANCED LEARNING
REDBIRD ADVANCED LEARNING LLC	86014082	GIFTEDANDTALENTED.COM
REDBIRD ADVANCED LEARNING LLC	86014022	EPGY
REDBIRD ADVANCED LEARNING LLC	86013588	EDUCATION PROGRAM FOR GIFTED YOUTH

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 26, 2014, by **THE MANDELL SCHOOL, LLC**, a limited liability company organized and existing under the laws of the State of New York (the "Grantor"), in favor of **BANCO POPULAR DE PUERTO RICO**, in its capacity as Administrative Agent for the Lenders pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Grantor is party to that certain Credit Agreement dated as of the date hereof (the "Credit Agreement") pursuant to which the Grantor grants to the Administrative Agent, for its benefit and the ratable benefit of the Lenders, as collateral security, a security interest in the Collateral, and in connection therewith the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Lenders, to extend credit under the terms of the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. Subject to the rights of any and all licensors under any and all license agreements related to the Trademarks, the Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Lenders, as collateral security, a Lien on and security interest in and to all of its right, title and interest in, to and under all the following (the "Collateral"):

- (a) the Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. 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 Credit Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Continuing Lien. This Trademark Security Agreement creates a continuing Lien


and security interest in the Collateral described herein and shall (i) remain in full force and effect until the date which is the later of (x) the date of expiration or termination of the Commitments and (y) the date on which the Lenders have received indefeasible payment in full in cash of the Obligations, (ii) be binding upon the Grantor, its successors and assigns, and (iii) inure, together with the rights and remedies of the Administrative Agent hereunder, to the benefit of the Administrative Agent, the Lenders and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), to the extent permitted under the Credit Agreement, the Administrative Agent and each Lender may assign or otherwise transfer any Advance held by it to any other Eligible Assignee, and such other Eligible Assignee shall thereupon become vested with all of the benefits in respect thereof granted to such Eligible Assignee herein or otherwise.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature Page Follows]

IN WITNESS WHEREOF, the 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.

THE MANDELL SCHOOL, LLC

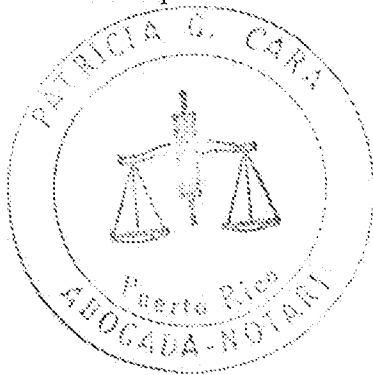
By: 
Name: Sugheil M. Colón Zayas
Title: Authorized Representative

BANCO POPULAR DE PUERTO RICO,
as Administrative Agent

By: 
Name: Jennifer Mejía
Title: Commercial Relationship Officer

Affidavit No.: 23781

Acknowledged and subscribed before me by the following persons, who are personally known to me, in San Juan, Puerto Rico, on this 26th day of December, 2014: Sugheil M. Colón Zayas, of legal age, married, executive and resident of San Juan, Puerto Rico, as Authorized Representative of The Mandell School, LLC and Jennifer Mejía, of legal age, married, banker and resident of San Juan, Puerto Rico, in her capacity as Commercial Relationship Officer of Banco Popular de Puerto Rico.




Notary Public

SCHEDULE I

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

I. Trademark Applications:

A. United States Patents and Trademarks Office

OWNER	SERIAL NUMBER	TRADEMARK
THE MANDELL SCHOOL, LLC	86411349	Mandell

II. Trademark Registrations:

A. United States Patents and Trademarks Office

OWNER	SERIAL NUMBER	REGISTRATION NUMBER	TRADEMARK
THE MANDELL SCHOOL, LLC	85090241	4030753	M THE MANDELL SCHOOL
THE MANDELL SCHOOL, LLC	77541153	71820	MANDELL SCHOOL
THE MANDELL SCHOOL, LLC	86411349	3590798	MANDELL SCHOOL

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 26, 2014, by **ROCKET LEARNING, LLC**, a limited liability company organized and existing under the laws of the Commonwealth of Puerto Rico (the "Grantor"), in favor of **BANCO POPULAR DE PUERTO RICO**, in its capacity as Administrative Agent for the Lenders pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Grantor is party to that certain Credit Agreement dated as of the date hereof (the "Credit Agreement") pursuant to which the Grantor grants to the Administrative Agent, for its benefit and the ratable benefit of the Lenders, as collateral security, a security interest in the Collateral, and in connection therewith the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Lenders, to extend credit under the terms of the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. Subject to the rights of any and all licensors under any and all license agreements related to the Trademarks, the Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Lenders, as collateral security, a Lien on and security interest in and to all of its right, title and interest in, to and under all the following (the "Collateral"):

- (a) the Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. 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 Credit Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Continuing Lien. This Trademark Security Agreement creates a continuing Lien and security interest in the Collateral described herein and shall (i) remain in full force and effect until the date which is the later of (x) the date of expiration or termination of the Commitments and (y) the date on which the Lenders have received indefeasible payment in full in cash of the Obligations, (ii) be binding upon the Grantor, its successors and assigns, and (iii) inure, together with the rights and remedies of the Administrative Agent hereunder, to the benefit of the Administrative Agent, the Lenders and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), to the extent permitted under the Credit Agreement, the Administrative Agent and each Lender may assign or otherwise transfer any Advance held by it to any other Eligible Assignee, and such other Eligible Assignee shall thereupon become vested with all of the benefits in respect thereof granted to such Eligible Assignee herein or otherwise.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature Page Follows]

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

ROCKET LEARNING, LLC

By: _____
Name: Sugheil M. Colón Zayas
Title: Authorized Representative

BANCO POPULAR DE PUERTO RICO,
as Administrative Agent

By:
Name: Jennifer Mejía
Title: Commercial Relationship Officer

Affidavit No.: -3762-

Acknowledged and subscribed before me by the following persons, who are personally known to me, in San Juan, Puerto Rico, on this 26th day of December, 2014: Sugheil M. Colón Zayas, of legal age, married, executive and resident of San Juan, Puerto Rico, as Authorized Representative of Rocket Learning, LLC and Jennifer Mejía, of legal age, married, banker and resident of San Juan, Puerto Rico, in her capacity as Commercial Relationship Officer of Banco Popular de Puerto Rico.



Notary Public

SCHEDULE I

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

I. Trademark Registrations:

A. United States Patent and Trademarks Office

OWNER	SERIAL NUMBER	REGISTRATION NUMBER	TRADEMARK
ROCKET LEARNING, LLC	86014725	3346996	ROCKET LEARNING

B. Puerto Rico Department of State

OWNER	SERIAL NUMBER	REGISTRATION NUMBER	TRADEMARK
ROCKET LEARNING, LLC	56295	71821	ROCKET LEARNING

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

REDBIRD ADVANCED LEARNING LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LIMITED LIABILITY COMPANY
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) _____

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

- Yes
- No

Additional names, addresses, or citizenship attached?

Name: BANCO POPULAR DE PUERTO RICO

Street Address: 208 PONCE DE LEON AVENUE

City: SAN JUAN

State: PUERTO RICO

Country: _____ Zip: 00918

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship PUERTO RICO
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

B. Trademark Registration No.(s)

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: PATRICIA G. CARA, ESQ

Internal Address: _____

Street Address: 208 PONCE DE LEON AVENUE
19TH FLOOR

City: SAN JUAN

State: PUERTO RICO Zip: 00909

Phone Number: 787-274-4928

Docket Number: _____

Email Address: PCARA@PMALW.COM

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Date


Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXHIBIT A

I. Trademark Applications

CONVEYING PARTY	SERIAL NUMBER	TRADEMARK
REDBIRD ADVANCED LEARNING LLC	86014725	REDBIRD ADVANCED LEARNING
REDBIRD ADVANCED LEARNING LLC	86014704	
REDBIRD ADVANCED LEARNING LLC	86014155	REDBIRD ADVANCED LEARNING
REDBIRD ADVANCED LEARNING LLC	86014082	GIFTEDANDTALENTED.COM
REDBIRD ADVANCED LEARNING LLC	86014022	EPGY
REDBIRD ADVANCED LEARNING LLC	86013588	EDUCATION PROGRAM FOR GIFTED YOUTH
THE MANDELL SCHOOL, LLC	86411349	Mandell

II. Trademark Registrations

CONVEYING PARTY	SERIAL NUMBER	REGISTRATION NUMBER	TRADEMARK
ROCKET LEARNING, LLC	86014725	3346996	ROCKET LEARNING
BABY STARS, INC.	77705524	3811848	KID STARS
BABY STARS, INC.	77339344	3659832	BABY STARS
THE MANDELL SCHOOL, LLC	85090241	4030753	M THE MANDELL SCHOOL
THE MANDELL SCHOOL, LLC	77541153	71820	MANDELL SCHOOL
THE MANDELL SCHOOL, LLC	86411349	3590798	MANDELL SCHOOL

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

REDBIRD ADVANCED LEARNING LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LIMITED LIABILITY COMPANY
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) _____

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BANCO POPULAR DE PUERTO RICO

Street Address: 208 PONCE DE LEON AVENUE

City: SAN JUAN

State: PUERTO RICO

Country: _____ Zip: 00918

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship PUERTO RICO
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

B. Trademark Registration No.(s) _____

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: PATRICIA G. CARA, ESQ

Internal Address: _____

Street Address: 208 PONCE DE LEON AVENUE
15TH FLOOR

City: SAN JUAN

State: PUERTO RICO Zip: 00909

Phone Number: 787-274-4928

Docket Number: _____

Email Address: PCARA@PMALW.COM

6. Total number of applications and registrations involved:

13

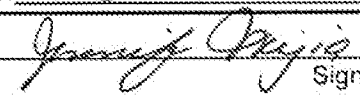
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:  Signature

Date _____

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXHIBIT A

I. Trademark Applications

CONVEYING PARTY	SERIAL NUMBER	TRADEMARK
REDBIRD ADVANCED LEARNING LLC	86014725	REDBIRD ADVANCED LEARNING
REDBIRD ADVANCED LEARNING LLC	86014704	
REDBIRD ADVANCED LEARNING LLC	86014155	REDBIRD ADVANCED LEARNING
REDBIRD ADVANCED LEARNING LLC	86014082	<u>GIFTEDANDTALENTED.COM</u>
REDBIRD ADVANCED LEARNING LLC	86014022	EPGY
REDBIRD ADVANCED LEARNING LLC	86013588	EDUCATION PROGRAM FOR GIFTED YOUTH
THE MANDELL SCHOOL, LLC	86411349	Mandell

II. Trademark Registrations

CONVEYING PARTY	SERIAL NUMBER	REGISTRATION NUMBER	TRADEMARK
ROCKET LEARNING, LLC	86014725	3346996	ROCKET LEARNING
BABY STARS, INC.	77705524	3811848	KID STARS
BABY STARS, INC.	77339344	3659832	BABY STARS
THE MANDELL SCHOOL, LLC	85090241	4030753	M THE MANDELL SCHOOL
THE MANDELL SCHOOL, LLC	77541153	3590797	MANDELL SCHOOL
THE MANDELL SCHOOL, LLC	86411349	3590798	MANDELL SCHOOL