

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM369704

|   |  |  |                                     |
|---|--|--|-------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT   |  |                                     |
| <b>NATURE OF CONVEYANCE:</b>  | Trademark Security Agreement   |  |                                     |
| <b>CONVEYING PARTY DATA</b>   |  |  |                                     |
| <b>Name</b>   | <b>Formerly</b>  | <b>Execution Date</b>                    | <b>Entity Type</b>                  |
| Really Good Stuff, LLC  |  | 01/19/2016                               | LIMITED LIABILITY COMPANY: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |  |                                     |
| <b>Name:</b>  | General Electric Company (as successor in interest by merger to General Electric Capital Corporation), as Administrative Agent |  |                                     |
| <b>Street Address:</b>  | 500 West Monroe Street   |  |                                     |
| <b>City:</b>  | Chicago  |  |                                     |
| <b>State/Country:</b>   | ILLINOIS   |  |                                     |
| <b>Postal Code:</b>   | 60661  |  |                                     |
| <b>Entity Type:</b>   | CORPORATION: DELAWARE  |  |                                     |
| <b>PROPERTY NUMBERS Total: 7</b>  |  |  |                                     |
| <b>Property Type</b>  | <b>Number</b>  | <b>Word Mark</b>                         |                                     |
| <b>Registration Number:</b>   | 2578548  | HELPING TEACHERS MAKE A DIFFERENCE       |                                     |
| <b>Registration Number:</b>   | 2570088  | STORE MORE                               |                                     |
| <b>Registration Number:</b>   | 2578549  | WRITE AGAIN                              |                                     |
| <b>Registration Number:</b>   | 2447565  | E.Z.C. READER                            |                                     |
| <b>Registration Number:</b>   | 2479048  | REALLY GOOD STUFF FUN & CREATIVE TEACHIN |                                     |
| <b>Registration Number:</b>   | 2013892  | REALLY GOOD STUFF                        |                                     |
| <b>Serial Number:</b>   | 86493315   | READY-TO-DECORATE                        |                                     |
| <b>CORRESPONDENCE DATA</b>  |  |  |                                     |
| <b>Fax Number:</b>  | 6179518736   |  |                                     |
| <i>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.</i> |  |  |                                     |
| <b>Phone:</b>   | 617-951-8132   |  |                                     |
| <b>Email:</b>   | linda.salera@morganlewis.com   |  |                                     |
| <b>Correspondent Name:</b>  | Linda A. Salera  |  |                                     |
| <b>Address Line 1:</b>  | One Federal Street   |  |                                     |
| <b>Address Line 2:</b>  | c/o Morgan, Lewis & Bockius LLP  |  |                                     |
| <b>Address Line 4:</b>  | Boston, MASSACHUSETTS 02110  |  |                                     |
| <b>NAME OF SUBMITTER:</b>   | Linda A. Salera  |  |                                     |

CH \$190.00 2578548

|  |                   |
|--|-------------------|
| <b>SIGNATURE:</b>  | /Linda A. Salera/ |
| <b>DATE SIGNED:</b>  | 01/19/2016        |
| <b>Total Attachments: 5</b><br>source=Excelligence - Trademark Security Agreement - Executed#page1.tif<br>source=Excelligence - Trademark Security Agreement - Executed#page2.tif<br>source=Excelligence - Trademark Security Agreement - Executed#page3.tif<br>source=Excelligence - Trademark Security Agreement - Executed#page4.tif<br>source=Excelligence - Trademark Security Agreement - Executed#page5.tif |                   |

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 19, 2016, 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 Company (as successor in interest by merger to General Electric Capital Corporation), 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; capitalized terms used and not defined herein shall have the meanings ascribed to them in the Credit Agreement).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 30, 2014, by and among Excelligence Learning Corporation, a Delaware corporation (the “Borrower”), the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto, the Administrative Agent and certain other parties thereto, as amended by the First Amendment to Credit Agreement, dated as of the date hereof, by and among the Borrower, the other Credit Parties party thereto, the Administrative Agent, AO Middle Market Credit L.P., a limited partnership organized under the laws of the Cayman Islands, and Antares Capital LP, a Delaware limited partnership (as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), 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, 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.

**GRANTOR:**

**REALLY GOOD STUFF, LLC,** ---  
a Delaware limited liability company

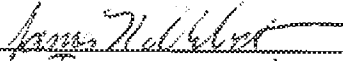
By:   
Name: Kelly Crampton  
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005712 FRAME: 0157**

**ACCEPTED AND AGREED**  
as of the date first above written:

**GENERAL ELECTRIC COMPANY**  
(as successor in interest by merger to  
General Electric Capital Corporation),  
as Administrative Agent

By:   
Name: James N. Umbach  
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

| <u>Trademark</u>  | <u>Registration No./Serial No.</u> | <u>Registration Date/<br/>Filing Date</u> | <u>Grantor</u>   |
|---|------------------------------------|---|--|
| HELPING TEACHERS MAKE A DIFFERENCE                                    | 2578548 / 76312605                 | 11-JUN-2002 / 07-SEP-2001                 | Really Good Stuff, LLC (f/k/a Really Good Stuff, Inc.) |
| STORE MORE  | 2570088 / 76312606                 | 14-MAY-2002 / 07-SEP-2001                 | Really Good Stuff, LLC (f/k/a Really Good Stuff, Inc.) |
| WRITE AGAIN   | 2578549 / 76312608                 | 11-JUN-2002 / 07-SEP-2001                 | Really Good Stuff, LLC (f/k/a Really Good Stuff, Inc.) |
| E.Z.C. READER   | 2447565 / 75817610                 | 01-MAY-2001 / 04-OCT-1999                 | Really Good Stuff, LLC (f/k/a Really Good Stuff, Inc.) |
| REALLY GOOD STUFF FUN & CREATIVE TEACHING TOOLS FOR TODAY'S CLASSROOM | 2479048 / 75756671                 | 21-AUG-2001 / 12-JUL-1999                 | Really Good Stuff, LLC (f/k/a Really Good Stuff, Inc.) |
| REALLY GOOD STUFF   | 2013892 / 75038394                 | 05-NOV-1996 / 26-DEC-1995                 | Really Good Stuff, LLC (f/k/a Really Good Stuff, Inc.) |

2. TRADEMARK APPLICATION

| <u>Trademark</u>  | <u>Registration No./Serial No.</u> | <u>Registration Date/<br/>Filing Date</u> | <u>Grantor</u>   |
|-------------------|------------------------------------|---|--|
| READY-TO-DECORATE | 86493315                           | 31-DEC-2014                               | Really Good Stuff, LLC (f/k/a Really Good Stuff, Inc.) |