TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375457

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Aristotle Corporation		03/02/2016	CORPORATION: DELAWARE
American Educational Products LLC		03/02/2016	LIMITED LIABILITY COMPANY: COLORADO
Scott Resources LLC		03/02/2016	LIMITED LIABILITY COMPANY: COLORADO
Simulaids, Inc.		03/02/2016	CORPORATION: NEW YORK
Triarco Arts & Crafts LLC		03/02/2016	LIMITED LIABILITY COMPANY: DELAWARE
Haan Crafts, LLC		03/02/2016	LIMITED LIABILITY COMPANY: INDIANA

RECEIVING PARTY DATA

Name:	Cantor Fitzgerald Securities, as Collateral Agent
Street Address:	110 E. 59th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	PARTNERSHIP: NEW YORK
Composed Of:	• CFLP CFS I Holdings, L.P., DELAWARE, LIMITED PARTNERSHIP • CFGM CFS Holdings, LLC, DELAWARE, LIMITED LIABILITY COMPANY

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	1644334	TRANS-PAK
Registration Number:	1682924	PRO-SECT
Registration Number:	2020675	CLASSROOM CHALLENGER
Registration Number:	2669088	TRIARCO
Registration Number:	1888237	SCIQUEST
Registration Number:	1844361	BIOQUEST
Registration Number:	1881897	CHEMQUEST
Registration Number:	0950342	LIFE FORM

OP $1190.00 1644334

Property Type	Number	Word Mark
Registration Number:	0951902	LIFE FORM
Registration Number:	2038404	SPECI-SPONGE
Registration Number:	1562034	CPARLENE
Registration Number:	2296518	READY-OR-NOT TOT
Registration Number:	1120894	THE SLUDGE JUDGE
Registration Number:	0886960	NASCO
Registration Number:	0864758	NASCO-GUARD
Registration Number:	0852990	WHIRL-PAK
Registration Number:	1262085	THIO-BAG
Registration Number:	2033277	TECHQUEST
Registration Number:	3151893	STICKY SLIDE
Registration Number:	3063610	BASIC BUDDY
Registration Number:	1513502	SIMULAIDS
Registration Number:	2074376	CPR PROMPT
Registration Number:	1398334	CPR PROMPT
Registration Number:	2397492	CPR PROMPT
Registration Number:	3063611	BABY BUDDY
Registration Number:	2522981	
Registration Number:	2253718	TEACHING TANK
Registration Number:	3919187	SAFETY-KUT
Registration Number:	3885887	BULK-KRYLIC
Registration Number:	4211520	ARTASTIC
Registration Number:	4271214	+1 STERILIZATION
Registration Number:	4322163	INQUIZAQUEST
Registration Number:	4372665	EXPLORE WITH ME GEOLOGY
Registration Number:	3820284	LITTLE SHOP OF PHYSICS
Registration Number:	2041765	CLEVER CATCH
Registration Number:	2023545	MATH CHASE
Registration Number:	1077385	CHIP TRADING
Registration Number:	3695841	TUMBLE 'N TEACH
Registration Number:	3816371	THE BINGO BUS
Registration Number:	3695893	CUBULAR
Registration Number:	3820274	"MATH ATTACK" RACING GAME
Registration Number:	1416748	HAAN CRAFTS
Serial Number:	86456050	DECIMAL SQUARES
Serial Number:	86456077	FRACTION BARS
Serial Number:	86731475	MICROSLIDE
Serial Number:	86761343	MAC-T

Property Type	Number	Word Mark
Registration Number:	4727388	SIMLAB

CORRESPONDENCE DATA

Fax Number: 9192868199

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: 919 286-8000

Email: PTO_TMconfirmation@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

Address Line 2: SUITE 400

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	037632.052
NAME OF SUBMITTER:	John E. Slaughter, III
SIGNATURE:	/jes/
DATE SIGNED:	03/03/2016

Total Attachments: 10

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Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced by this Agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of the parties hereto are subject to the provisions of the Intercreditor Agreement dated as of March 2, 2016, (as amended, restated, supplemented, or otherwise modified from time to time, the "**Intercreditor Agreement**"), by and between BNP Paribas, as First Lien Agent, and Cantor Fitzgerald Securities, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this **"Agreement"**) is made as of March 2, 2016 between each of the signatories hereto (collectively, the **"Grantor"**) in favor of **CANTOR FITZGERALD SECURITIES**, as collateral agent for the Secured Parties (in such capacity, the **"Collateral Agent"**) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of March 2, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, the **"Pledge and Security Agreement"**), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the following:

(a) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, and other source identifiers of a like nature, all registrations and applications for any of the foregoing including, but not limited to those listed on Schedule 1 hereto and (i) all extensions or renewals of any of the foregoing, (ii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iii) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to the related goodwill, and (iv) all Proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit (collectively, **"Trademarks"**).

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken

together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

THE ARISTOTLE CORPORATION,
as a Grantor

By: _____
Name: Dean T. Johnson
Title: President and Chief Financial Officer

AMERICAN EDUCATIONAL PRODUCTS LLC
SCOTT RESOURCES LLC
each as a Grantor

By: _____
Name: Dean T. Johnson
Title: Vice President

SIMULAIDS, INC.
TRIARCO ARTS & CRAFTS LLC
HAAN CRAFTS, LLC,
each as a Grantor

By: _____
Name: Dean T. Johnson
Title: President

[Signature page to Intellectual Property Security Agreement - Trademarks]

CANTOR FITZGERALD SECURITIES,
as Collateral Agent

By: _____
Name: James Bond
Title: Chief Operating Officer

NILS HORNING
REVIEWED
LEGAL DEPARTMENT

[Signature page to Intellectual Property Security Agreement - Trademarks]

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

TRADEMARKS

Owner	**Title**	**Status/ Filing Date/ App. Serial No.**	**Reg. No./ Reg. Date**
The Aristotle Corporation	TRANS-PAK	Registered Filed: 7/23/1990 Serial #: 74/080,526	Registered: 5/14/1991 Reg. #: 1,644,334
The Aristotle Corporation	PRO-SECT	Registered Filed: 3/28/1991 Serial #: 74/152,169	Registered: 4/14/1992 Reg. #: 1,682,924
The Aristotle Corporation	CLASSROOM CHALLENGER	Registered Filed: 11/20/1995 Serial #: 75/021,193	Registered: 12/3/1996 Reg. #: 2,020,675
Triarco Arts & Crafts LLC	TRIARCO	Registered Filed: 4/8/2002 Serial #: 76/392,116	Registered: 12/31/2002 Reg. #: 2,669,088
The Aristotle Corporation	SCIQUEST	Registered Filed: 9/18/1992 Serial #: 74/314,864	Registered: 4/11/1995 Reg. #: 1,888,237
The Aristotle Corporation	BIOQUEST	Registered Filed: 9/18/1992 Serial #: 74/315,046	Registered: 7/12/1994 Reg. #: 1,844,361
The Aristotle Corporation	CHEMQUEST	Registered Filed: 9/18/1992 Serial #: 74/314,865	Registered: 3/7/1995 Reg. #: 1,881,897

The Aristotle Corporation	LIFE FORM & Design	Registered Filed: 10/26/1971 Serial #: 72/406,073	Registered: 1/9/1973 Reg. #: 950,342
The Aristotle Corporation	LIFE FORM	Registered Filed: 10/26/1971 Serial #: 72/406,072	Registered: 1/30/1973 Reg. #: 951,902
The Aristotle Corporation	SPECI-SPONGE	Registered Filed: 10/10/1995 Serial #: 75/002,945	Registered: 2/18/1997 Reg. #: 2,038,404
The Aristotle Corporation	CPARLENE (Stylized)	Registered Filed: 7/11/1988 Serial #: 73/739,181	Registered: 10/24/1989 Reg. #: 1,562,034
The Aristotle Corporation	READY-OR-NOT TOT	Registered Filed: 6/11/1997 Serial #: 75/306,817	Registered: 11/30/1999 Reg. #: 2,296,518
The Aristotle Corporation	THE SLUDGE JUDGE	Registered Filed: 4/24/1978 Serial #: 73/167,563	Registered: 6/26/1979 Reg. #: 1,120,894
The Aristotle Corporation	NASCO	Registered Filed: 7/5/1967 Serial #: 72/275,343	Registered: 3/3/1970 Reg. #: 0,886,960
The Aristotle Corporation	NASCO-GUARD	Registered Filed: 5/13/1968 Serial #: 72/297,927	Registered: 2/18/1969 Reg. #: 864,758
The Aristotle Corporation	WHIRL-PAK	Registered Filed: 1/10/1968 Serial #: 72/288,471	Registered: 7/23/1968 Reg. #: 852,990

The Aristotle Corporation	THIO-BAG	Registered Filed: 7/29/1981 Serial #: 73/321,201	Registered: 12/27/1983 Reg. #: 1,262,085
The Aristotle Corporation	TECHQUEST	Registered Filed: 7/22/1994 Serial #: 74/552,388	Registered: 1/28/1997 Reg. #: 2,033,277
The Aristotle Corporation	STICKY SLIDE	Registered Filed: 10/14/2004 Serial #: 78/499,877	Registered: 10/3/2006 Reg. #: 3,151,893
The Aristotle Corporation	BASIC BUDDY	Registered Filed: 3/15/2005 Serial #: 78/587,662	Registered: 2/28/2006 Reg. #: 3,063,610
Simulaids, Inc.	SIMULAIDS	Registered Filed: 4/28/1988 Serial #: 73/725,044	Registered: 11/22/1988 Reg. #: 1,513,502
The Aristotle Corporation	CPR PROMPT	Registered Filed: 8/2/1995 Serial #: 74/710,185	Registered: 6/24/1997 Reg. #: 2,074,376
The Aristotle Corporation	CPR PROMPT	Registered Filed: 8/14/1985 Serial #: 73/553,351	Registered: 6/24/1986 Reg. #: 1,398,334
The Aristotle Corporation	CPR PROMPT	Registered Filed: 7/9/1999 Serial #: 75/746,441	Registered: 10/24/2000 Reg. #: 2,397,492
The Aristotle Corporation	BABY BUDDY	Registered Filed: 3/15/2005 Serial #: 78/587,674	Registered: 2/28/2006 Reg. #: 3,063,611
The Aristotle Corporation	Teaching Tank Design	Registered Filed: 6/15/1998 Serial #: 75/502,285	Registered: 12/25/2001 Reg. #: 2,522,981

The Aristotle Corporation	TEACHING TANK	Registered Filed: 6/15/1998 Serial #: 75/502,234	Registered: 6/15/1999 Reg. #: 2,253,718
The Aristotle Corporation	SAFETY-KUT	Registered Filed: 4/20/2010 Serial #: 85/018,585	Registered: 2/15/2011 Reg. #: 3,919,187
The Aristotle Corporation	BULK-KRYLIC	Registered Filed: 4/16/2010 Serial #: 85/015,568	Registered: 12/7/2010 Reg. #: 3,885,887
The Aristotle Corporation	ARTASTIC	Registered Filed: 10/14/2011 Serial #: 85/447,508	Registered: 9/18/2012 Reg. #: 4,211,520
The Aristotle Corporation	+1 STERILIZATION	Registered Filed: 4/24/2012 Serial #: 85/606,380	Registered: 1/8/2013 Reg. #: 4,271,214
The Aristotle Corporation	INQUIZAQUEST	Registered Filed: 5/8/2012 Serial #: 85/619,843	Registered: 4/16/2013 Reg. #: 4,322,163
The Aristotle Corporation	SIMLAB	Registered Filed: 9/16/2014 Serial #: 86/395,970	Registered: 4/28/2015 Reg. #: 4,727,388
American Educational Products LLC	DECIMAL SQUARES	Pending Filed: 11/17/2014 Serial #: 86456050	N/A
American Educational Products LLC	EXPLORE WITH ME GEOLOGY	Registered Filed: 2/25/2013 Serial #: 85/859587	Registered: 7/23/2013 Reg. #: 4372665

American Educational Products LLC	FRACTION BARS	Pending Filed: 11/17/2014 Serial #: 86/456077	N/A
American Educational Products LLC	LITTLE SHOP OF PHYSICS	Registered Filed: 4/9/2009 Serial #: 77/710510	Registered: 7/20/2010 Reg. #: 3820284
Scott Resources LLC	CLEVER CATCH	Registered Filed: 10/30/1995 Serial #: 75/011807	Registered: 3/4/1997 Reg. #: 2041765
Scott Resources LLC	MATH CHASE	Registered Filed: 10/30/1995 Serial #: 75/011806	Registered: 12/17/1996 Reg. #: 2023545
Scott Resources LLC	CHIP TRADING	Registered Filed: 6/28/1976 Serial #: 73/091879	Registered: 11/15/1977 Reg. #: 1077385
American Educational Products LLC	TUMBLE 'N TEACH	Registered Filed: 4/1/2009 Serial #: 77/704450	Registered: 10/13/2009 Reg. #: 3695841
American Educational Products LLC	THE BINGO BUS	Registered Filed: 4/3/2009 Serial #: 77/706237	Registered: 7/13/2010 Reg. #: 3816371
American Educational Products LLC	CUBULAR	Registered Filed: 4/6/2009 Serial #: 77/707750	Registered: 10/13/2009 Reg. #: 3695893
American Educational Products LLC	"MATH ATTACK" RACING GAME	Registered Filed: 4/2/2009 Serial #: 77/705600	Registered: 7/20/2010 Reg. #: 3820274

Haan Crafts, LLC	HAAN CRAFTS & Design	Registered Filed: 11/1/1985 Serial #: 73/566425	Registered: 11/11/1986 Reg. #:1416748
The Aristotle Corporation	MICROSLIDE	Pending Filed: 8/20/2015 Serial #: 86731475	N/A
The Aristotle Corporation	MAC-T	Pending Filed: 9/18/2015 Serial #: 86761343	N/A

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