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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM383493

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cricket Media, Inc.		05/03/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Computershare Trust Company of Canada
Street Address:	100 University Avenue
Internal Address:	11th Floor
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2Y1
Entity Type:	Company: CANADA

PROPERTY NUMBERS Total: 50

PROPERTY NUMBERS Total: 50			
Property Type	Number	Word Mark	
Serial Number:	86561722	CALLIOPE	
Registration Number:	4826856	DIG INTO HISTORY	
Registration Number:	4837599	CRICKET MEDIA	
Registration Number:	4837592	CRICKET	
Registration Number:	4391114	APPLESEEDS	
Registration Number:	4387113	DIG	
Registration Number:	4424134	EPALS GLOBAL COMMUNITY	
Registration Number:	4177827	SCHOOLSAFE	
Registration Number:	3961178	EPALS BOOK SHOP	
Registration Number:	3872254	LEARNINGSPACE	
Registration Number:	3575335	FACES PEOPLE, PLACES, AND CULTURES	
Registration Number:	3546775	CALLIOPE EXPLORING WORLD HISTORY	
Registration Number:	3452443	STUDENT PLACE	
Registration Number:	3463117	WHERE LEARNERS CONNECT	
Registration Number:	3472955	EPALS	
Registration Number:	3336021	SCHOOL-SAFE EMAIL	
Registration Number:	3233941	STUDENT PLACE	
Registration Number:	2947438		
	•		

TRADEMARK REEL: 005788 FRAME: 0761

900363676

Property Type	Number	Word Mark
Registration Number:	3091657	POPULAR CULTURE AND PHILOSOPHY
Registration Number:	2961690	IN2BOOKS A LEARNING COMMUNITY
Registration Number:	2854732	TEACHER PLACE
Registration Number:	2814649	PEN PAL PLACE
Registration Number:	3273142	A LEARNING COMMUNITY
Registration Number:	3283333	OPEN BOOKS OPEN MINDS
Registration Number:	2792592	NOODLEBUG
Registration Number:	2828488	IN2BOOKS
Registration Number:	2809309	IN2BOOKS
Registration Number:	2738168	ASK ARTS AND SCIENCES FOR KIDS
Registration Number:	2647001	ASK
Registration Number:	2527251	LADYBUG
Registration Number:	3018867	EPALS CLASSROOM EXCHANGE
Registration Number:	2366336	IN2BOOKS
Registration Number:	2455910	IN2BOOKS
Registration Number:	2216767	CICADA
Registration Number:	2155400	CLICK
Registration Number:	2155401	MUSE
Registration Number:	2100815	CATFEET PRESS
Registration Number:	2083140	CATFEET P PRESS
Registration Number:	1982952	BABYBUG
Registration Number:	1875206	SPIDER
Registration Number:	1614847	LADYBUG
Registration Number:	1456496	ODYSSEY
Registration Number:	1163722	COBBLESTONE
Registration Number:	1107204	CRICKET
Registration Number:	4936318	IN2BOOKS
Registration Number:	4925527	
Serial Number:	86749982	EPALS
Serial Number:	86750026	EPALS BY CRICKET MEDIA
Serial Number:	86742912	IN2BOOKS
Serial Number:	86613016	READ TOGETHER EVEN WHEN YOU'RE APART

CORRESPONDENCE DATA

Fax Number: 6123408827

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: 612-492-6819

Email: ip.docket@dorsey.com

Correspondent Name: Evan P. Everist
Address Line 1: 50 South Sixth Street

Address Line 2: Suite 1500

Address Line 4: Minneapolis, MINNESOTA 55402-1498

NAME OF SUBMITTER:	Evan P. Everist
SIGNATURE:	/Evan Everist/
DATE SIGNED:	05/06/2016

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

May 3, 2016

WHEREAS, Cricket Media, Inc., a Delaware corporation (herein referred to as "<u>Grantor</u>"), has adopted, used and is using the trademarks listed on the annexed <u>Schedule 1</u> annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "<u>Trademarks</u>");

WHEREAS, Grantor is obligated to Computershare Trust Company of Canada, a company existing under the laws of Canada, as Trustee (referred to herein as the "Grantee") and the other Secured Parties as defined in the Guarantee and Collateral Agreement dated as of May 3, 2016 (the "Guarantee and Collateral Agreement") among Grantor, the other Grantors named therein and the Grantee for the payment and performance of the Obligations (as defined in the Guarantee and Collateral Agreement); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Guarantee and Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies. The provisions of the Guarantee and Collateral Agreement shall supersede and control over any conflicting or inconsistent provision herein.

Grantee's address is

Computershare Trust Company of Canada 100 University Avenue, 11th floor, Toronto, Ontario, M5J 2Y1

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IN WITNESS WHEREOF, Grantor has caused this trademark security agreement to be duly executed by its officer thereunto duly authorized as of the date hereof.

CRICKET MEDIA, INC.

Bv:

Name:

Title: ČE

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

<u>Trademark</u>	Reg. Date	Reg. No.
CALLIOPE (US)	Pending, App. Date 3/12/2015	App. No. 86561722
DIG INTO HISTORY (US)	10/6/2015	4826856
CRICKET MEDIA (US)	10/20/2015	4837599
CRICKET (US)	10/20/2015	4837592
APPLESEEDS (US)	8/27/2013	4391114
DIG (US)	8/20/2013	4387113
EPALS GLOBAL	10/29/2013	4424134
COMMUNITY (US)		
SCHOOLSAFE (US)	7/24/2012	4177827
EPALS BOOK SHOP (US)	5/17/2011	3961178
LEARNINGSPACE (US)	11/9/2010	3872254
FACES PEOPLE, PLACES,	2/17/2009	3575335
AND CULTURES (US)		
CALLIOPE EXPLORING	12/16/2008	3546775
WORLD HISTORY (US)		
STUDENT PLACE (US)	6/24/2008	3452443
WHERE LEARNERS	7/8/2008	3463117
CONNECT (US)		
EPALS (US)	7/22/2008	3472955
SCHOOL-SAFE EMAIL (US)	11/13/2007	3336021
STUDENT PLACE (stylized)	4/24/2007	3233941
(US)		
Design Only (US)	5/10/2005	2947438
POPULAR CULTURE AND	5/9/2006	3091657
PHILOSOPHY (US)		
IN2BOOKS A LEARNING	6/14/2005	2961690
COMMUNITY (US)		
TEACHER PLACE (US)	6/15/2004	2854732
PEN PAL PLACE (US)	2/17/2004	2814649
A LEARNING	8/7/2007	3273142
COMMUNITY (US)		
OPEN BOOKS OPEN	8/21/2007	3283333
MINDS (US)		
NOODLEBUG (US)	12/9/2003	2792592
IN2BOOKS (US)	3/30/2004	2828488
IN2BOOKS (US)	1/27/2004	2809309
ASK ARTS AND SCIENCES	7/15/2003	2738168
FOR KIDS (US)		
ASK (US)	11/5/2002	2647001
LADYBUG (US)	1/8/2002	2527251
EPALS CLASSROOM	11/29/2005	3018867
EXCHANGE (US)		

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IN2BOOKS (US)	7/11/2000	2366336
IN2BOOKS (US)	5/29/2001	2455910
CICADA (US)	1/5/1999	2216767
CLICK (US)	5/5/1998	2155400
MUSE (US)	5/5/1998	2155401
CATFEET PRESS (US)	9/30/1997	2100815
CATFEET P PRESS (US)	7/29/1997	2083140
BABYBUG (US)	6/25/1996	1982952
SPIDER (US)	1/24/1995	1875206
LADYBUG (US)	9/25/1990	1614847
ODYSSEY (US)	9/8/1987	1456496
COBBLESTONE (US)	8/4/1981	1163722
CRICKET (US)	11/28/1978	1107204
IN2BOOKS and Design	4/12/2016	4936318
Story Bug design	3/29/2016	4925527
EPALS and Design	Pending, App. Date 9/8/2015	App. No. 86749982
EPALS BY CRICKET	Pending App. Date 9/8/2015	App. No. 86750026
MEDIA and Design		
IN2BOOKS and Design	Pending App. Date 8/31/2015	App. No. 86742912
READ TOGETHER EVEN	Pending App. Date 4/28/2015	App. No. 86/613016
WHEN YOU'RE APART		
EPALS CLASSROOM	12/11/2006	TMA678378
EXCHANGE (Canada)		
EPALS (Canada)	8/9/2004	TMA616431
EPALS.COM and Design	2/14/2005	TMA632733
(Canada)		
CRICKET (Canada)	Pending, App. Date 10/14/2014	App. No. 1697841
Cricket Logo (Canada)	Pending, App. Date 10/8/2014	App. No. 1697152
APPLESEEDS (Canada)	7/23/2015	TMA909328
dig (Canada)	7/23/2015	TMA909329
DIG INTO HISTORY	Pending, App. Date 8/24/2015	App. No. 1743045
(Canada)		
EPALS GLOBAL	1/29/2016	TMA927718
COMMUNITY (Canada)		
IN2BOOKS (Canada)	3/4/2009	TMA735666

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RECORDED: 05/06/2016