

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384799

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Children's Factory, LLC		05/18/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Company (as successor in interest by merger to General Electric Capital Corporation), as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	1112310	EDUCUBE	
Registration Number:	2261154	FANNY'S PLAY HOUSE	
Registration Number:	2361905	INTERNATIONAL FRIENDS	
Registration Number:	2898392	LEARNING PRODUCTS	
Registration Number:	2123444	PLAYPANELS	
Registration Number:	2139007	POSE AND PLAY FRIENDS	
Registration Number:	1103971	SNAP WALL	
Registration Number:	2361906		
Registration Number:	2903181		
Registration Number:	2887342	ADAPTA-BENCH	
Registration Number:	2887341	CHAIR3	
Registration Number:	1642900	CHILDREN'S FACTORY	
Registration Number:	2398410	CUDDLE-UPS	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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>			
Phone:	617-951-8132		

CH \$340.00 1112310

TRADEMARK

Email: linda.salera@morganlewis.com
Correspondent Name: Linda A. Salera
Address Line 1: One Federal Street
Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Linda A. Salera

SIGNATURE: /Linda A. Salera/

DATE SIGNED: 05/18/2016

Total Attachments: 5

source=Excelligence - Second Amendment - Trademark Security Agreement - Executed#page1.tif

source=Excelligence - Second Amendment - Trademark Security Agreement - Executed#page2.tif

source=Excelligence - Second Amendment - Trademark Security Agreement - Executed#page3.tif

source=Excelligence - Second Amendment - Trademark Security Agreement - Executed#page4.tif

source=Excelligence - Second Amendment - Trademark Security Agreement - Executed#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 18, 2016, is made by the entity listed on the signature pages hereof (the "Grantor"), 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 that certain First Amendment to Credit Agreement, dated as of January 19, 2016, by and among the Borrower, the other Credit Parties party thereto, certain Lenders and the Administrative Agent, and as further amended by that certain Second Amendment to Credit Agreement, dated as of the date hereof, by and among the Borrower, the other Credit Parties party thereto, the Administrative Agent and Antares Capital LP, a Delaware limited partnership (as so amended and 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, the Grantor 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 Grantor is 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, the 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. The 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 the 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 the 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 the 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.

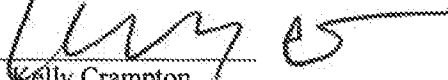
Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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:

CHILDREN'S FACTORY, LLC,
a Delaware limited liability company

By: 
Name: Kelly Crampton
Title: Chief Executive Officer

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: James N. Urbantes
Name: James N. Urbantes
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>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Grantor</u>
EDUCUBE	73158452	02/13/1978	1112310	01/30/1979	Children's Factory, LLC
FANNY'S PLAY HOUSE	75522159	07/20/1998	2261154	07/13/1999	Children's Factory, LLC
INTERNATIONAL FRIENDS	75688643	04/22/1999	2361905	06/27/2000	Children's Factory, LLC
LEARNING PRODUCTS	78204192	01/16/2003	2898392	10/26/2004	Children's Factory, LLC
PLAYPANELS	75198989	11/18/1996	2123444	12/23/1997	Children's Factory, LLC
POSE AND PLAY FRIENDS	75257245	03/14/1997	2139007	02/24/1998	Children's Factory, LLC
SNAP WALL	73158451	02/13/1978	1103971	10/10/1978	Children's Factory, LLC
	75688644	04/22/1999	2361906	06/27/2000	Children's Factory, LLC
	78233191	04/02/2003	2903181	11/16/2004	Children's Factory, LLC
ADAPTA-BENCH	76503182	03/31/2003	2887342	09/21/2004	Children's Factory, LLC
CHAIR ³	76503181	03/31/2003	2887341	09/21/2004	Children's Factory, LLC
CHILDREN'S FACTORY	74052770	04/25/1990	1642900	04/30/1991	Children's Factory, LLC
CUDDLE-UPS	75493696	05/29/1998	2398410	10/24/2000	Children's Factory, LLC
CHILDREN'S FACTORY	001340819 (E.U.)	12/10/1999	001340819 (E.U.)	11/12/2000	Children's Factory, LLC

2. TRADEMARK APPLICATION

None.