

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM394703

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carson-Dellosa Publishing, LLC		07/26/2016	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Patriot Capital III SBIC, L.P.
<b>Street Address:</b>	509 S. Exeter Street
<b>Internal Address:</b>	Suite 210
<b>City:</b>	Baltimore
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21202
<b>Entity Type:</b>	Limited Partnership: DELAWARE

## PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	3463454	BIG SKILLS FOR LITTLE HANDS
Registration Number:	3699351	BRIGHT BABY
Registration Number:	2102495	BRIGHTER CHILD
Registration Number:	1895045	BRIGHTER CHILD
Serial Number:	87103962	BRIGHTER CHILD
Registration Number:	5008512	BRIGHTER CHILD
Registration Number:	4783593	BRIGHTER CHILD
Serial Number:	87107579	CARSON DELLOSA EDUCATION
Serial Number:	87111212	CARSON DELLOSA EDUCATION
Registration Number:	4392782	CARSON-DELLOSA LEARNING SPOT
Serial Number:	87107765	CARSON-DELLOSA PUBLISHING GROUP
Serial Number:	87111190	CD CARSON-DELLOSA PUBLISHING GROUP
Registration Number:	3696868	CENTERSOLUTIONS
Registration Number:	2205989	IN CELEBRATION
Registration Number:	2211391	IN CELEBRATION
Registration Number:	1391553	JI
Registration Number:	0708362	JUDY
Registration Number:	2391307	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87107341	KEY EDUCATION
Registration Number:	4441532	LEARNING SPOT
Registration Number:	2401523	PEG-IT
Registration Number:	3880468	POP-ITS
Registration Number:	3710409	QUICK STICK
Registration Number:	4134294	SUMMER BRIDGE ACTIVITIES
Registration Number:	2258527	REAL SCIENCE - REAL FUN!
Registration Number:	4035147	SPECTRUM
Serial Number:	87104062	SPECTRUM
Registration Number:	3374252	
Serial Number:	87107427	SUMMER BRIDGE
Registration Number:	2148667	
Registration Number:	4534460	THE GIANT BIG HELP FOR LIFE'S LITTLE CHA
Registration Number:	1658192	THEME-A-SAURUS
Serial Number:	87104016	THINKING KIDS
Serial Number:	86265078	THINKING KIDS
Registration Number:	4230457	THINKING KIDS'
Registration Number:	1490156	TOTLINE
Registration Number:	2258526	WILD GOOSE

**CORRESPONDENCE DATA**

Fax Number: 4103328785  
*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: 410-332-8784  
Email: sflax@saul.com  
Correspondent Name: Sherry Flax  
Address Line 1: 500 E. Pratt St.  
Address Line 2: Suite 900  
Address Line 4: Baltimore, MARYLAND 21202

ATTORNEY DOCKET NUMBER:	369582.00001
NAME OF SUBMITTER:	Sherry Flax
SIGNATURE:	/sherry flax/
DATE SIGNED:	08/11/2016

Total Attachments: 26  
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## PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 26, 2016, is made by and between CARSON-DELLOSA PUBLISHING, LLC, a Delaware limited liability company ("Company"), having a business location at the address set forth below next to its signature hereto, and PATRIOT CAPITAL III SBIC, L.P., a Delaware limited partnership, in its capacity as Administrative Agent for itself and the other Lenders party to the Loan Agreement (the "Administrative Agent"), having a business location at the address set forth below next to its signature hereto.

### Recitals

A. Company, Administrative Agent and Lenders are parties to a Loan and Security Agreement (as amended, supplemented or restated from time-to-time, the "Loan Agreement") dated the same date as this Agreement, setting forth the terms on which Lenders may now or hereafter extending the Term Loan to or for the account of Company.

B. As a condition to extending the Term Loan to or for the account of Company, Lenders have required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties, intending to be legally bound, hereby agree as follows:

1. Definitions. All capitalized terms used herein (including in the preamble and recitals hereto) that are not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following have the meanings set forth below:

"**Patents**" means all of Company's right, title and interest in and to patents and patent applications, whether now owned or hereafter acquired, including (i) the patents and patent applications listed on Exhibit A, attached hereto and made a part hereof, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, fees, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof and damages therefor, (v) all licenses thereunder or related thereto and (vi) all of Company's rights corresponding thereto throughout the world.

"**Security Interest**" has the meaning given in Section 2.

"**Trademarks**" means all of Company's right, title, and interest in and to trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and collective membership marks, including (i) the trade names, registered trademarks, trademark applications, registered service marks, service mark applications and collective membership marks listed on Exhibit B, attached hereto and made a part hereof, (ii) all renewals thereof, (iii) all income, royalties, fees, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all

licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof and damages therefor, (v) the goodwill of Company's business symbolized by the foregoing or connected therewith, (vi) all licenses thereunder or related thereto and (vii) all of Company's rights corresponding thereto throughout the world.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Administrative Agent a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. §1060.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) **Existence; Authority.** Company is a limited liability company duly organized, validly existing and in good standing under the laws of its state of formation, and this Agreement has been duly and validly authorized by all necessary limited liability company action on the part of Company.

(b) **Patents.** Exhibit A accurately lists all patents owned or controlled by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters pertaining to the Patents as of the date hereof. If after the date hereof, Company owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect existence and status of applications and letters pertaining to the Patents, then Company shall within 30 days provide written notice to Administrative Agent with a replacement Exhibit A, which upon acceptance by Administrative Agent shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (*i.e.*, Trademarks for which there are no applications or registrations) which are not material to Company's or any Affiliate's business(es). If after the date hereof, Company owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Company's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall promptly provide written notice to Administrative Agent with a replacement Exhibit B, which upon acceptance by Administrative Agent shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate of Company owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Administrative Agent of such item(s) and cause such Affiliate to execute and deliver to Administrative Agent a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Company has absolute ownership or such other interest as expressly stated therein to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Company (i) will have, at the time Company acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Loan Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Administrative Agent's prior written consent.

(g) **Defense.** Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Company will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Administrative Agent: (i) sufficient written notice, of at least 30 days, to allow Administrative Agent to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Administrative Agent's Right to Take Action.** If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Administrative Agent gives Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Administrative Agent that it intends to abandon a Patent or Trademark, Administrative Agent may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Administrative Agent's option, in Administrative Agent's own name) and may (but need not) take any and all other actions which Administrative Agent may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Administrative Agent on demand the amount of all monies expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Administrative Agent in connection with or as a result of Administrative Agent's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Administrative Agent at the interest rate set forth in the Loan Agreement (which may include the Default Rate, if applicable).

(k) **Power of Attorney.** To facilitate Administrative Agent's taking action under subsection (i) of this Section 3 and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Administrative Agent, or its delegate, as of the attorney-in-fact of Company with the right (but not the duty) from time-to-time create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Administrative Agent, after an Event of Default has occurred and so long as it is continuing, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

4. **Company's Use of the Patents and Trademarks.** Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called, "**Event of Default**"): (a) an Event of Default, as defined and used in the Loan Agreement, shall occur; or (b) Company shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3, shall prove to have been incorrect in any material respect when made.

6. **Remedies.** Upon the occurrence of an Event of Default and so long as it is continuing, Administrative Agent or Lenders may, at their option, take any or all of the following actions:

(a) Administrative Agent or Lenders may exercise any or all remedies available under the Loan Agreement.

(b) Administrative Agent or Lenders may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents or Trademarks.

(c) Administrative Agent or Lenders may enforce the Patents and Trademarks and any licenses thereunder, and if Administrative Agent or Lenders shall commence any suit for such enforcement, Company shall, at the request of Administrative Agent, do any and all lawful acts and execute any and all proper documents required by Administrative Agent or Lenders in aid of such enforcement.

7. General Rights and Obligations. Except as expressly set forth herein, the rights and obligations of the Company, Administrative Agent and Lenders with respect to the Patents and Trademarks shall in all respects be governed by the Loan Agreement, the terms of which are incorporated as fully as if set forth at length herein.

8. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Administrative Agent. Any waiver signed by Administrative Agent shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Administrative Agent's rights or remedies. All rights and remedies of Administrative Agent shall be cumulative and may be exercised singularly or concurrently, at Administrative Agent's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Company under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Administrative Agent shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Administrative Agent and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Administrative Agent, and Company waives notice of Administrative Agent's acceptance hereof. Administrative Agent may execute this Agreement if appropriate for the purpose of filing, but the failure of Administrative Agent to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic, portable document format (pdf) or other reproduction of this Agreement shall have the same force and effect as the original for all purposes. This Agreement shall be governed by the internal law of the State of Maryland, without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

[Signatures Appear on Following Page]



IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Carson-Dellosa Publishing, LLC  
7027 Albert Pick Road, Suite 300  
Greensboro, NC 27409  
Attn: AJ Greco

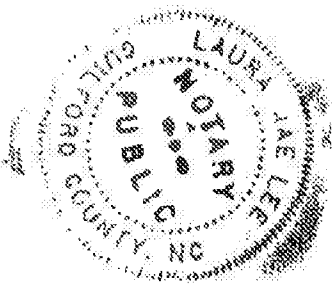
CARSON-DELLOSA PUBLISHING, LLC

With a copy to:  
DLA Piper  
One Liberty Place  
1600 Market Street  
Suite 4900  
Philadelphia, Pennsylvania 19103  
Attn: Lisa Jacobs, Esq.

By: [Signature] (SEAL)  
Name: Thomas K. Purcell  
Title: COO

STATE OF North Carolina )  
  )  
COUNTY OF Guilford      )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of July, 2016, by Thomas K. Purcell, the COO of Carson-Dellosa Publishing, LLC, a Delaware limited liability company, on behalf of such company.



Laura Mae Lee  
Notary Public Laura Mae Lee

My Commission Expires: 2/7/2021

[Signatures Continue on Following Page]

Patriot Capital III SBIC, L.P.  
509 S. Exeter Street  
Suite 210  
Baltimore, MD 21202  
Attn: Charles P. McCusker

**PATRIOT CAPITAL III SBIC, L.P., its capacity as  
Administrative Agent**

**By: PATRIOT PARTNERS III SBIC, LLC, its  
general partner**

With a copy to:  
Saul Ewing LLP  
500 East Pratt Street  
Suite 900  
Baltimore, Maryland 21202  
Attn: Eric G. Orlinsky, Esq.  
Jacqueline A. Brooks, Esq.

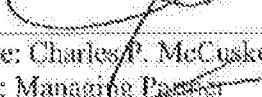
By:  (SEAL)  
Name: Charles P. McCusker  
Title: Managing Partner *Member*

EXHIBIT A

PATENTS

Title	Patent Number/App. Number	Issue Date/Filing Date	Owner
Pocket Chart	D466,935	12/10/2002	Carson-Dellosa Publishing Co., Inc.
Pocket Chart	D469,468	1/28/2003	Carson-Dellosa Publishing Co., Inc.
Pocket Chart	D544,542	6/12/2007	Carson-Dellosa Publishing Co., Inc.
Pocket Chart	D569,912	5/27/2008	Carson-Dellosa Publishing Co., Inc.
Pocket Chart	D569,439	5/20/2008	Carson-Dellosa Publishing Co., Inc.
Graphing pocket chart	D662,135	6/19/2012	Carson-Dellosa Publishing Co., Inc.
Counting caddy pocket chart	D733,800	7/7/2015	Carson-Dellosa Publishing Co., Inc.
Display Having A 3D Aesthetic Component Attached Thereto	8,333,594	12/18/2012	Carson-Dellosa Publishing Co., Inc.

Company Products Utilizing Patented Technology

Item Number	ISBN	Title	Category	Patent Number	Date Filed	Application Number	Date of Patent	Patent Status as of 9/2015	Product Status as of 9/2015
n/a	n/a	Digital Content Management	Foreign Utility		1/10/2014	14/131,988		Pending	n/a
CD-158024	978-1-60022-988-6	Stoplight	Pocket Charts	D569,439	12/5/2007	29/298,425	5/20/2008	Active	Current/Active
CD-158026	978-1-60418-163-0	Deluxe Counting Caddy	Pocket Charts	D733,800	2/18/2010	29/356,027	7/7/2015	Active	Current/Active
CD-158025	978-1-60418-003-9	Thermometer/Goal Gauge	Pocket Charts	D569,912	12/5/2007	29/298,422	5/27/2008	Active	Current/Active
CD-158002	978-1-60022-356-3	Double SMART™	Pocket Charts	D544,542	7/26/2006	29/263,568	6/12/2007	Active	Disc/Active
CD-5620		Big Apple Pocket Chart	Pocket Charts	D469,468	4/20/2001	29/140,572	1/28/2003	Active	Disc/Out of Print
CD-5630		Star Pocket Chart	Pocket Charts	D466,935	9/27/1999	29/111,425	12/10/2002	Active	Disc/Out of Print
CD-158027	978-1-60418-161-6	Graphing	Pocket Charts	D662,135	2/18/2010	29/356,028	6/19/2012	Active	Disc/Out of Print
CD-108040	978-0-88724-253-3	Ladybugs	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Current/Active
CD-108041	978-1-60418-275-0	Apples	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Current/Active
CD-108042	978-1-60418-276-	Snowflakes	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Current/Active

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CD-108043	978-1-60418-276-7	Pumpkins	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Current/Active												
CD-108044	978-1-60418-278-1	Autumn Leaves	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Current/Active												
CD-108046	978-1-60418-280-4	Frogs	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Current/Active												
CD-108047	978-1-60418-281-1	Stars	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Current/Active												
CD-108049	978-1-60418-283-5	Handprints	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Current/Active												
CD-108051	978-1-60418-285-9	Flowers	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Current/Active												
CD-108052	978-1-60418-286-6	Vine	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Current/Active												
CD-108053	978-1-60418-287-3	Bees	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Current/Active												
CD-108054	978-1-60418-288-0	Kids at Work	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Current/Active												
CD-108055	978-1-60418-289-7	Pencils	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Current/Active												
CD-108056	978-1-60418-290-3	ABCs & 123s	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Current/Active												

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REEL: 005854 FRAME: 0564

CD-108061	978-1-60418-295-8	Swirls	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Current/Active
CD-108062	978-1-60418-296-5	Suns & Rainbows	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Current/Active
CD-120050	978-1-60418-174-6	Apples	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active
CD-120051	978-1-60418-180-7	Flowers	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active
CD-120052	978-1-60418-177-7	Fish	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active
CD-120053	978-1-60418-178-4	Frogs	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active
CD-120055	978-1-60418-181-4	Pumpkins	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active
CD-108048	978-1-60418-282-8	Cats & Road	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active
CD-108050	978-1-60418-284-2	Footprints	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active
CD-108058	978-1-60418-292-7	Fish	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active
CD-108059	978-1-60418-293-4	Bandana	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active
CD-108060	978-1-60418-294-1	Dogs & Cats	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active

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REEL: 005854 FRAME: 0565

CD-108069	978-1-936022-56-	Aliens	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active
	4								
CD-108070	978-1-936022-62-	Rainbow Stars	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active
	5								
CD-108071	978-1-936022-58-	Dogs	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active
	8								
CD-108072	978-1-936022-63-	Sea Life	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active
	2								
CD-108073	978-1-936022-57-	Bees	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active
	1								
CD-108074	978-1-936022-60-	Ladybugs	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active
	1								
CD-108075	978-1-936022-59-	Frogs	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active
	5								
CD-108076	978-1-936022-61-	Monkeys	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Active
	8								
CD-120956	978-1-60418-176-	Snowmen	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Out of Print
	0								
CD-108039	978-0-88724-177-	Dots	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Out of Print
	2								
CD-108045	978-1-60418-279-	Hearts	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Out of Print
	8								
CD-108057	978-1-60418-291-	Sports	Pop-Its®	8,333,594	12/23/2008	12/342,714	12/18/2012	Active	Disc/Out of Print
	0								

TRADEMARK

REEL: 005854 FRAME: 0566

EXHIBIT B

TRADEMARKS

Registered Trademarks and Trademark Applications

Description of Mark	Serial No.	Regis. No.	Registered	Status	Section 8 & 15 deadline	Section 8 & 9 deadline	IC/goods and services	Notes
BIG SKILLS FOR LITTLE HANDS	77135580	3463454	7/8/2008	registered	completed	7/8/2018	16. Int.: printed materials, namely, a series of children's books, including workbooks.	
BRIGHT BABY	77095383	3699351	10/20/2009	registered	completed	10/20/2019	16. Children's activity cards in the field of infant exploration of foods, clothes, animals, places, toys, textures and vehicles.	renewed 4/20/16
BRIGHTER CHILD		2102495	10/7/1997	registered	completed	10/7/2017	09. Int.: computer software for educational purposes featuring interactive math, reading and phonics.	
BRIGHTER CHILD		1895045	5/23/1995	registered	completed	5/23/2025	16. Int.: educational books for children.	
BRIGHTER CHILD	87103962			Pending			9. Downloadable electronic books in the field of mathematics, social science and language arts	

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REEL: 005854 FRAME: 0567



Description of Mark	Serial No.	Regs. No.	Registered	Status	Section 8 & 15 deadline	Section 8 & 9 deadline	IC/goods and services	Notes
BRIGHTER CHILD and design		5008512		pending	completed		<p>16. Printed educational materials, namely, activity books, story books, workbooks, lesson cards, and printed puzzles in the fields of mathematics, social science, and language arts; printed educational materials, namely, flash cards and coloring books.</p> <p>28. Games, namely, board games, card games and dice games.</p>	
BRIGHTER CHILD and design	86976657	4783593	7/28/2015	registered	completed	7/28/2021	<p>9. Downloadable electronic books in the fields of mathematics, social science and language arts.</p>	
CARSON DELLOSA EDUCATION	87107579						<p>9. Downloadable electronic publications, namely, workbooks and activity books for children on a variety of topics.</p> <p>16. Printed educational materials, namely, activity books, workbooks, plan books, record books, lesson cards, flash cards, classroom wall decorations, pocket charts, bookmarks, and manipulatives; printed awards; stickers; notepads; file folders; adhesive labels.</p> <p>28. Board games, card games, matching games, and puzzles.</p>	

Description of Mark	Serial No.	Regis. No.	Registered	Status	Section 8 & 15 deadline	Section 8 & 9 deadline	IC/goods and services	Notes
<p>CARSON-DELLOSA EDUCATION (and design)</p>	87111212			Pending			<p>9: Downloadable electronic publications, namely, workbooks and activity books for children on a variety of topics.</p> <p>16: Printed educational materials, namely, activity books, workbooks, plan books, record books, lesson cards, flash cards, classroom wall decorations, pocket charts, bookmarks, and manipulatives; printed awards; stickers; notepads; file folders; adhesive labels.</p> <p>28: Board games, card games, matching games, and puzzles</p>	

Description of Mark	Serial No.	Regis. No.	Registered	Status	Section 8 & 15 deadline	Section 8 & 9 deadline	IC/goods and services	Notes
CARSON-DELLOSA LEARNING SPOT	85319565	4392782	8/27/2013	registered	8/27/2019	8/27/2023	09: Educational games in electronic format, namely, downloadable electronic game programs used in connection with the education of pre-kindergarten through 8th grade children; books, interactive lesson plans and visual aids in electronic format, namely, downloadable electronic books, interactive lesson plans and visual aids used in connection with the education of pre-kindergarten through 8th grade children; Computer software for use in authoring, downloading, transmitting, receiving, editing, extracting, encoding, decoding, playing, storing and organizing audiovisual data, information and programming used in connection with the education of pre-kindergarten through 8th grade children.	

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REEL: 005854 FRAME: 0570

Description of Mark	Serial No.	Regis. No.	Registered	Status	Section 8 & 15 deadline	Section 8 & 9 deadline	IC/goods and services	Notes
<p>CARSON-DELLOSA PUBLISHING GROUP</p>	<p>87107765</p>						<p>9: Downloadable electronic publications, namely, workbooks and activity books for children on a variety of topics.</p> <p>16: Printed educational materials, namely, activity books, workbooks, plan books, record books, lesson cards, flash cards, classroom wall decorations, pocket charts, bookmarks, and manipulatives; printed awards; stickers; notepads; file folders; adhesive labels.</p> <p>28: Board games, card games, matching games, and puzzles</p>	
<p>CD CARSON-DELLOSA PUBLISHING GROUP (and design)</p> <p><b>TRADEMARK</b></p>	<p>87111190</p>			<p>pending</p>			<p>9: Downloadable electronic publications, namely, workbooks and activity books for children on a variety of topics.</p> <p>16: Printed educational materials, namely, activity books, workbooks, plan books, record books, lesson cards, flash cards, classroom wall decorations, pocket charts, bookmarks, and manipulatives; printed awards; stickers; notepads; file folders; adhesive labels.</p> <p>28: Board games, card games, matching games, and puzzles</p>	

Description of Mark	Serial No.	Regis. No.	Registered	Status	Section 8 & 15 deadline	Section 8 & 9 deadline	IC/goods and services	Notes
CENTERSOLUTIONS	77555940	3696868	10/13/2009	registered	completed	10/13/2019	28. Boxed educational games in the fields of mathematics and language arts.	
IN CELEBRATION & Design		2205989	11/24/1998	registered	completed	11/24/2025	16. Int.: educational products for religious market, namely books, bookmarks, stickers, greeting cards, folders, note pads, and printed paper bulletin board cutouts and trimmings. 28. Int.: educational game in the nature of vinyl cutout characters and figures and cling-on story boards sold as a unit.	
IN CELEBRATION & Design		2211391	12/15/1998	registered	completed	12/15/2018	16. Int.: educational products for religious market, namely books, bookmarks, stickers, greeting cards, folders, note pads, and printed paper bulletin board cutouts and trimmings.	

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REEL: 005854 FRAME: 0572

Description of Mark	Serial No.	Regs. No.	Registered	Status	Section 8 & 15 deadline	Section 8 & 9 deadline	IC/goods and services	Notes
Jl and design		1391553	4/29/1986	registered	completed	4/29/2016	16. Int.: instructional books, pamphlets, workbooks for children on a variety of topics, educational teaching aids, namely printed alphabet cards, charts, flannel wall boards and flannel letters, numerals and figures therefor, storybooks, transparency kits. 28. Int.: equipment sold as a unit for playing board games, activity kits comprising toy chalk boards, toy magnetic figures and shapes for use therewith, and numerical and alphabetical and wooden puzzles.	
JUDY	72076220	708362	12/13/1960	registered	completed	12/13/2020	28. Int.: educational toys and visual aids, puzzles, and equipment sold as a unit for playing board type games.	

Description of Mark	Serial No.	Regis. No.	Registered	Status	Section 8 & 15 deadline	Section 8 & 9 deadline	IC/goods and services	Notes
JUGGLER Design		2391307	10/3/2000	registered	completed	10/3/2020	<p>16. Int.: printed products for educational purposes consisting of paper and cardboard cut-outs, paper, cellophane, and cardboard decorations for bulletin boards and blackboards, children's educational books for teaching science, math, language arts and time and money, workbooks directed to teaching science, math, language arts and time and money, teaching manuals in the area of science, math, language arts and time and money, charts, posters, educational kits, namely word and picture cards for memory retention, library and paper supplies in the form of catalog cards, ledger paper, loose-leaf binders, chart stands, easels, and dictionary stands, word and picture cards for color recognition, reading expansion, visual perception and the like and chalkboards.</p> <p>28. Int.: puzzles, games utilizing plastic beads, cubes, pegs and blocks as educational manipulatives, balance disks consisting of wooden disks placed on bases that permit the boards to rock and children's peg board games.</p> <p>35. Int.: mail order catalog services featuring educational products.</p>	

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REEL: 005854 FRAME: 0574

Description of Mark	Serial No.	Regs. No.	Registered	Status	Section 8 & 15 deadline	Section 8 & 9 deadline	IC/goods and services	Notes
KEY EDUCATION (and design)	87107341			pending			<p>9: Downloadable electronic publications, namely, workbooks and activity books for children on a variety of topics.</p> <p>16: Printed educational materials primarily for special needs and early learning students, namely, workbooks, learning cards, classroom wall decorations, pocket charts, and manipulatives; printed awards; stickers.</p> <p>28: Board games, card games, matching games, and puzzles</p>	
KEY EDUCATION	87107341			pending			<p>9: Downloadable electronic publications, namely, workbooks and activity books for children on a variety of topics.</p> <p>16: Printed educational materials primarily for special needs and early learning students, namely, workbooks, learning cards, classroom wall decorations, pocket charts, and manipulatives; printed awards; stickers.</p> <p>28: Board games, card games, matching games, and puzzles</p>	



Description of Mark	Serial No.	Regis. No.	Registered	Status	Section 8 & 15 deadline	Section 8 & 9 deadline	IC/goods and services	Notes
LEARNING SPOT	85319541	4441532	11/26/2013	registered	11/26/2019	11/26/2023	9: Educational games in electronic format, namely, downloadable electronic game programs used in connection with the education of pre-kindergarten through 8th grade children; books, interactive lesson plans and visual aids in electronic format, namely, downloadable electronic books, interactive lesson plans and visual aids used in connection with the education of pre-kindergarten through 8th grade children; Computer software for use in authoring, downloading, transmitting, receiving, editing, extracting, encoding, decoding, playing, storing and organizing audiovisual data, information and programming used in connection with the education of pre-kindergarten through 8th grade children.	
PEG-IT		2401523	11/7/2000	registered	completed	11/7/2020	28. Int.: manipulative toy peg boards designed to promote motor skills and coordination in children.	
POP-ITS	77553924	3,880,468	11/23/2010	registered	11/23/2016	11/23/2020	16. Decorative paper printed classroom borders, paper die cut shaped accents and paperboard accents for use in pre-kindergarten and elementary school classrooms.	

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REEL: 005854 FRAME: 0576

Description of Mark	Serial No.	Regis. No.	Registered	Status	Section 8 & 15 deadline	Section 8 & 9 deadline	IC/goods and services	Notes
QUICK STICK	77651942	3710409	11/10/2009	registered	completed	10/10/2019	20. Repositionable classroom wall decorations made of polypropylene.	
READY REWARDS	85259120	4136742	5/1/2012	registered	5/1/2018	5/1/2022	16. paper certificates of recognition for use with pre-K and elementary school-aged children	
REAL SCIENCE - REALFUN	75308839	2258527	7/6/1999	registered	Section 8 affidavit accepted	7/6/2019	16. Printed manuals and illustrations for science education. 28. Education science and hobby craft kits comprised primarily of chemicals, rubber gloves, goggles,	
SPECTRUM	85307421	4035147	10/4/2011	registered	10/4/2017	10/4/2021	16. printed materials, namely, workbooks for children in the fields of basic early childhood concepts, mathematics, reading comprehension, vocabulary, spelling, phonics, writing, test practice and preparation, geography, language arts and science, and learning flashcards for children in the fields of basic early childhood concepts and mathematics.	
SPECTRUM	87104062			pending			9. Downloadable electronic publications, namely, non-fiction books, workbooks, and activity books for children	

Description of Mark	Serial No.	Regis. No.	Registered	Status	Section 8 & 15 deadline	Section 8 & 9 deadline	IC/goods and services	Notes
SPECTRUM STARBURST (Design Only)		3374252	1/22/2008	registered	completed	1/22/2018	16. Int.: printed materials, namely children's books, workbooks, teachers' guides in the field of mathematics, reading comprehension, vocabulary, spelling, phonics, writing, test practice and preparation, geography, language, arts and science.	
SUMMER BRIDGE	87107427			pending			9: Downloadable electronic publications, namely, workbooks and activity books for children on a variety of topics  16: Printed educational materials, namely, workbooks, activity books, lesson cards, and flash cards.  16: series of educational books for children.	
SUMMER BRIDGE ACTIVITIES	85301521	4134294	5/1/2012	registered	5/1/2018	5/1/2022		
SUN & BEARS (Design Only)		2148667	4/7/1998	registered	completed	4/7/2018	16. Int.: printed publications, namely educational activity and story books for children aged two to six; educational activity and story books for parents and teachers of children aged two to six.	

Description of Mark	Serial No.	Regis. No.	Registered	Status	Section 8 & 15 deadline	Section 8 & 9 deadline	IC/goods and services	Notes
THE GIANT BIG HELP FOR LIFE'S LITTLE CHALLENGES	85832399	4534460	5/20/2014	registered	5/20/2020	5/20/2024	009: Electronic publications, namely, children's storybooks, picture books, educational workbooks, and activity books. 16: Children's storybooks, picture books, educational workbooks, activity books, and printed puzzles	
THEME-A-SAURUS	74062017	1658192	9/24/1991	registered	completed	9/24/2021	16: publications, namely books containing children's teaching themes.	
THINKING KIDS	87104016			Pending			9: Downloadable electronic books in the field of mathematics, social science and language arts.	
THINKING KIDS and design	86265078			pending	completed		9: downloadable electronic books in the fields of mathematics, social science and language arts. 16: printed educational materials, namely, books, activity books, workbooks, lesson cards, flash cards, manipulative	
THINKING KIDS'	85100135	4230457	10/23/2012	registered	10/23/2018	10/23/2022	16: Printed educational materials, namely, books, workbooks, lesson cards, flash cards, manipulatives, classroom wall decorations, and posters in the field of mathematics	

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Description of Mark	Serial No.	Regis. No.	Registered	Status	Section 8 & 15 deadline	Section 8 & 9 deadline	IC/goods and services	Notes
TOTLINE	73683051	1490156	5/31/1988	registered	completed	5/31/2018	16: printed publications, namely books and newsletters containing material for working with young children.	
WILD GOOSE	75308838	2258526	7/6/1999	registered	completed	7/6/2019	16. Science and craft books; posters. 28. Education science and hobby craft kits comprised primarily of chemicals, rubber gloves, goggles, paper cups, mixing containers, pie tins, breakers, flasks, mixing utensils, pH paper, thermometers, funnels, pipettes, eyedroppers, scales, plastic bags, test tubes ....	

RECORDED: 08/11/2016

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