

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455363

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ADDENDUM TO TRADEMARK SECURITY AGREEMENT (PREVIOUSLY RECORDED AT REEL 5382, FRAME 0501)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LEARNING RESOURCES, INC.		07/31/2017	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 SOUTH DEARBORN, 22ND FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87169030	LR	
Registration Number:	5098134	LR LEARNING RESOURCES	
Registration Number:	2159997	LR	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216.586.7021		
Email:	dpuljic@jonesday.com		
Correspondent Name:	DANIEL PULJIC / JONES DAY		
Address Line 1:	901 LAKESIDE AVENUE		
Address Line 2:	NORTH POINT		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	080461-010085		
NAME OF SUBMITTER:	DANIEL PULJIC		
SIGNATURE:	/Daniel Puljic/		
DATE SIGNED:	12/20/2017		
Total Attachments: 5			

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ADDENDUM TO TRADEMARK SECURITY AGREEMENT

THIS ADDENDUM TO TRADEMARK SECURITY AGREEMENT (this "Addendum") is made and entered into this 31st day of July, 2017, by and among, **LEARNING RESOURCES, INC.**, an Illinois corporation ("Grantor"), in favor of **JPMORGAN CHASE BANK, N.A.**, as the administrative agent (together with its successor(s) thereto in such capacity, the "Agent") for each of the Secured Parties.

RECITALS

WHEREAS, the Grantor the Agent, and the Lenders are have entered into an Amended and Restated Credit Agreement dated as of June 21, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Agent, the Lenders and the Issuing Bank continue or make Loans, advances and other extensions of credit to or benefiting the Grantor, and for which the Grantor is liable thereunder;

WHEREAS, Grantor entered into that certain Credit Agreement dated as of October 9, 2014 (as amended, supplemented or otherwise modified prior to June 21, 2017, the "Original Credit Agreement"), by and among Grantor, A. Daigger and Company, Inc., an Illinois corporation (as predecessor to hand2mind, Inc., an Illinois corporation), Heathrow Scientific LLC, an Illinois limited liability company, the lenders party thereto and the Agent.

WHEREAS, pursuant to and in order to secure its obligations under the Original Credit Agreement, the Grantor executed and delivered to the Agent that certain Trademark Security Agreement dated October 9, 2014 (as amended, supplemented, restated or otherwise modified from time to time, the "Original Trademark Security Agreement"), recorded in the United States Patent and Trademark Office at Reel/Frame 005382/ 0501, under which, among other things, Grantor granted the Agent a continuing security interest in the Trademark Collateral (as defined in the Original Trademark Security Agreement), as in existence as of such date, to secure all Obligations;

WHEREAS, since the date of the Original Trademark Security Agreement, the Grantor has acquired, created or otherwise come into possession of Additional Trademark Collateral (as defined below);

WHEREAS, under the terms of the Credit Agreement, the Grantor is required to grant the Agent a security interest in all of Additional Trademark Collateral to secure all Obligations; and the Grantor now desires to grant the Agent the required security interest in the Additional Trademark Collateral and the Agent desires to accept the grant of such security interest all in accordance with the terms hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1 – Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Addendum, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2 – Grant of Security Interest. Grantor hereby grants to the Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of Grantor’s right, title and interest throughout the world, whether now or hereafter existing or acquired by Grantor, in and to the newly acquired, created and/or possessed Trademark Collateral listed on **Schedule A** to this Addendum (the “Additional Trademark Collateral”) and the Agent hereby accepts such security interest for the benefit of each Security Party.

SECTION 3 – Security Agreement. This Addendum has been executed and delivered by the Grantor for the purpose of recording the security interest of the Agent in the Additional Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the ratable benefit of each other Secured Party under the Credit Agreement and the Original Trademark Security Agreement. The Credit Agreement and the Original Trademark Security Agreement (and all rights and remedies of the Agent and each Secured Party under each such document) shall remain in full force and effect in accordance with their respective terms.

SECTION 4 – Acknowledgment. The Grantor hereby further acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Additional Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Original Trademark Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5 – Loan Document. This Addendum is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6 – Governing Law. THIS ADDENDUM SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAW RELATING TO NATIONAL BANKS).

SECTION 7 – Counterparts. This Addendum may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of a signature page of any part of this Addendum by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Addendum.

SECTION 8 – ENTIRE AGREEMENT. THIS ADDENDUM TOGETHER WITH THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

[Signatures Appear on Following Page]

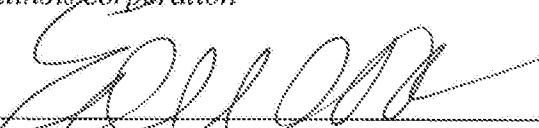
IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be duly executed and delivered as of the date first above written.

GRANTOR:

AGENT:

LEARNING RESOURCES, INC.,
an Illinois corporation

JPMORGAN CHASE BANK, N.A.,
as Agent

By: 
Name: Edward Stassen
Title: Chief Financial Officer

By: _____
Name: John Petry
Title: Authorized Officer

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be duly executed and delivered as of the date first above written.

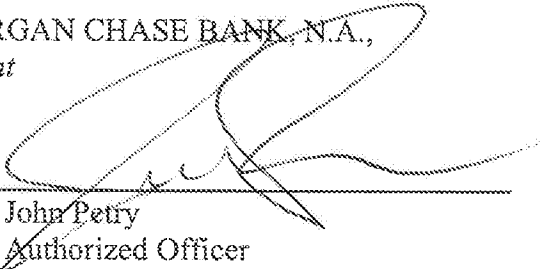
GRANTOR:

LEARNING RESOURCES, INC.,
an Illinois corporation

By: _____
Name: Edward Stassen
Title: Chief Financial Officer

AGENT:

JPMORGAN CHASE BANK, N.A.,
as Agent

By:  _____
Name: John Petry
Title: Authorized Officer

SCHEDULE A
to
Addendum to Trademark Security Agreement
Additional Trademark Collateral

Trademark	Owner	Status in Trademark Office	Reg./Appl. No.	Filed/Reg. Date	Country
LEARNING RESOURCES AND LR BLOCK DESIGN	Learning Resources, Inc.	Registered	5098134	12/13/2016	U.S.
LR & DESIGN	Learning Resources, Inc.	Pending	87/169,030	9/13/2016	U.S.
LR AND BLOCK DESIGN	Learning Resources, Inc.	Registered	2159997	5/26/1998	U.S.