

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM530800

<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		04/29/2019	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Patriot Capital III SBIC, L.P.
<b>Street Address:</b>	509 S. Exeter St.
<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: 19**

Property Type	Number	Word Mark
Registration Number:	3904765	FILE FOLDER GAMES TO GO
Registration Number:	4136742	READY REWARDS
Registration Number:	5164698	KEY EDUCATION
Registration Number:	5693029	EZ-SPIN
Registration Number:	5738628	BRIGHTER CHILD
Registration Number:	3273077	COLORFUL CUT-OUTS
Registration Number:	1828862	HIGHREACH LEARNING
Registration Number:	1755276	
Registration Number:	1888442	HOMEWORK HELPERS
Registration Number:	1944317	GIFTED & TALENTED
Registration Number:	2136550	FRANK SCHAFFER PUBLICATIONS
Registration Number:	2372456	EASY GRIP PEGS
Registration Number:	2469658	
Registration Number:	3499730	DOUBLE SMART
Registration Number:	2281881	FSP
Registration Number:	3557067	CUT-OUT BUDDIES
Registration Number:	2465617	FOUR-BLOCKS
Registration Number:	5008512	BRIGHTER CHILD

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4783593	BRIGHTER CHILD

**CORRESPONDENCE DATA**

**Fax Number:**

*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: sherry.flax@saul.com  
 Correspondent Name: Sherry Flax  
 Address Line 1: 500 E PRATT ST  
 Address Line 2: Suite 900  
 Address Line 4: BALTIMORE, MARYLAND 21202-3133

ATTORNEY DOCKET NUMBER:	369582.00002
NAME OF SUBMITTER:	Sherry Flax
SIGNATURE:	/sherry flax/
DATE SIGNED:	07/08/2019

**Total Attachments: 27**

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**FIRST AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT (this “**Amendment**”) is made and entered into on April 29, 2019, by and between **CARSON-DELLOSA PUBLISHING, LLC**, a Delaware limited liability company (“**Company**”), and **PATRIOT CAPITAL III SBIC, L.P.**, a Delaware limited partnership, in its capacity as Administrative Agent (the “**Administrative Agent**”) for itself and any other Lenders (the “**Lenders**”) party to that certain Amended and Restated Loan and Security Agreement dated as of the date of this Amendment (the “**Loan Agreement**”).

RECITALS:

Company and Administrative Agent executed and delivered that certain Patent and Trademark Security Agreement dated July 26, 2016 (the “**Patent and Trademark Security Agreement**”), as a condition to the extension of the Term Loan issued to Company pursuant to the Loan and Security Agreement dated July 26, 2016 by and between Company, Administrative Agent and the Lenders (the “**Original Loan Agreement**”). The Patent and Trademark Security Agreement was filed with the United States Patent and Trademark Office on August 10, 2016 as Reel 039644, Frame 0359.

The Original Loan Agreement is being superseded by the Loan Agreement in accordance with the terms set forth in the Loan Agreement;

Pursuant to the terms of the Patent and Trademark Security Agreement and the Loan Agreement, the Company is amending the Patent and Trademark Security Agreement to update the Patents and Trademarks owned by the Company in order to allow the Lenders to perfect their security interest therein.

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows effective as of the date hereof unless otherwise indicated:

1. **Definitions.** All capitalized terms used in this Amendment, unless otherwise defined herein, shall have the respective meanings ascribed to such terms in the Patent and Trademark Security Agreement.

2. **Incorporation of Recitals.** The parties hereto acknowledge and agree that the Recitals hereinabove set forth are true and correct in all respects and that the same are incorporated herein and made a part hereof

3. **Amendment to Patent and Trademark Security Agreement.**

a. **Exhibit A** to the Patent and Trademark Security Agreement is hereby deleted in its entirety and replaced with **Exhibit A** attached hereto as a part hereof.

b. **Exhibit B** to the Patent and Trademark Security Agreement is hereby deleted in its entirety and replaced with **Exhibit B** attached hereto as a part hereof.

4. **Representations and Warranties.** The Company represents and warrants to Administrative Agent, that no Default or Event of Default exists on the date hereof (after giving effect to this Amendment); the execution, delivery and performance of this Amendment have been duly authorized by all requisite company action on the part of the Company and this Amendment has been duly executed and delivered by the Company; and all of the representations and warranties made by the Company in the

Patent and Trademark Security Agreement are true and correct on and as if made on the date hereof. The Company represents and warrants to Administrative Agent that the representations and warranties contained in the Patent and Trademark Security Agreement remain true and correct in all material respects.

5. **Covenants and Agreements**. The Company reaffirms and restates all of the covenants, agreements and waivers in the Patent and Trademark Security Agreement as if fully set forth in this Amendment.

6. **Collateral**. The Company hereby acknowledges and agrees that the Patents and Trademarks granted to the Administrative Agent as a Security Interest for the Term Loan in the Patent and Trademark Security Agreement shall continue to secure the Obligations in the same priority position and is not changed or altered in any way by this Amendment.

7. **Reaffirmation; No Novation**. The Company covenants and agrees with Administrative Agent that, except as expressly provided in this Amendment, the Patent and Trademark Security Agreement is and shall continue to be in full force and effect for the benefit of Administrative Agent and Lenders, that there are no offsets, claims, counterclaims, crossclaims or defenses of the Company with respect to the Patent and Trademark Security Agreement, that the Patent and Trademark Security Agreement is not released, diminished or impaired in any way by this Amendment or the transaction contemplated hereby, and that the Patent and Trademark Security Agreement is hereby ratified and confirmed in all respects. Nothing in this Amendment shall be deemed or considered to operate as a novation of the Patent and Trademark Security Agreement or of any of the obligations thereunder. The Company acknowledges that without this reaffirmation, Administrative Agent and Lenders would not execute this Amendment, the Loan Agreement or otherwise consent to their terms.

8. **Severability**. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

9. **Successors and Assigns**. This Amendment is binding upon and shall inure to the benefit of the Company, Administrative Agent and their respective successors and assigns, except the Company may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent. Any assignment in violation of this Section 6 shall be void.

10. **Counterparts**. This Amendment may be executed in one or more counterparts and on electronic counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement.

11. **Headings**. The headings, captions, and arrangements used in this Amendment are for convenience only and shall not affect the interpretation of this Amendment.

12. **Entire Agreement**. This Amendment embodies the final, entire agreement among the parties hereto relating to the amendment to the Patent and Trademark Security Agreement and supersedes any and all prior commitments, agreements, representations and understandings, whether written or oral, relating to this Amendment, and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have executed this First Amendment to Patent and Trademark Security Agreement, with the intention of creating a sealed instrument, the day and year first above written.

BORROWER:

CARSON-DELLOSA PUBLISHING, LLC

By:  (SEAL)  
Name: Daniel O'Keefe  
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

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

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

By: \_\_\_\_\_ (SEAL)  
Name: Charles P. McCusker  
Title: Managing Partner

IN WITNESS WHEREOF, the undersigned parties have executed this First Amendment to Patent and Trademark Security Agreement, with the intention of creating a sealed instrument, the day and year first above written.

BORROWER:

CARSON-DELLOSA PUBLISHING, LLC

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ADMINISTRATIVE AGENT:

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

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

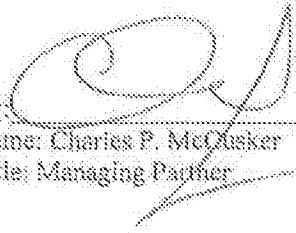
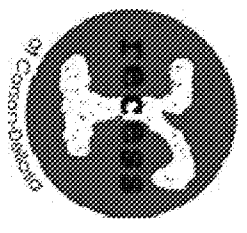
By:  \_\_\_\_\_ (SEAL)  
Name: Charles P. McClusker  
Title: Managing Partner

Exhibit A  
to  
First Amendment to Patent and Trademark Security Agreement


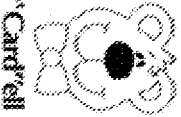

Patent Name	Owner	Patent Number (App. Number)	Reg. Date (App. Date)	Status
Fabric Chart Kit	Carson-Dellosa Publishing, LLC	5,800,182	09/01/1998	Patented Case
Pocket Chart	Carson-Dellosa Publishing, LLC	D544,542	06/12/2007	Patented Case
Pocket Chart	Carson-Dellosa Publishing, LLC	D569,439	05/20/2008	Patented Case
Pocket Chart	Carson-Dellosa Publishing, LLC	D569,912	05/27/2008	Patented Case
Pocket Chart	Carson-Dellosa Publishing, LLC	D466,935	12/10/2002	Patented Case
Counting Caddy Pocket Chart	Carson-Dellosa Publishing, LLC	D733,800	07/07/2015	Patented Case
Graphing Pocket Chart	Carson-Dellosa Publishing, LLC	D662,135	06/19/2012	Patented Case
Pocket Chart	Carson-Dellosa Publishing, LLC	D444,501	07/03/2001	Patented Case
Display Having a 3D Aesthetic Component Attached Thereto	Carson-Dellosa Publishing, LLC	8,333,594	12/18/2012	Patented Case
Pocket Chart	Carson-Dellosa Publishing, LLC	D469,468	01/28/2003	Patented Case

Exhibit B  
to  
First Amendment to Patent and Trademark Security Agreement

**UNITED STATES TRADEMARKS**

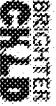
Mark/Name	Owner	App. No./Reg. No.	App. Date	Date/Reg.	Status
RECESS AT CARSON- DELLOSA	Carson-Dellosa Publishing Company, Inc. (North Carolina Corp.)	SN: 78705844	Filed: September 2, 2005		DEAD
R RECESS AT CARSON- DELLOSA and Design	Carson-Dellosa Publishing Company, Inc. (North Carolina Corp.)	SN: 78705854	Filed: September 2, 2005		DEAD
					
Design Only	Carson-Dellosa Publishing, Inc. (Ohio Corp.)	RN: SN: 73299805	1263571	Registered: January 10, 1984	DEAD





Mark/Name	Owner	App. No./Reg. No.	App. Date	Date/Reg.	Status
					
"CARD'ELL and Design 	Carson-Dellosa Publishing, Inc. (Ohio Corp.)	RN: 1263572 SN: 73299806	Registered: 10, 1984	January	DEAD
THINKING KIDS and Design 	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 5027547 SN: 86265078	Registered: 23,	August 2016	Live
BRIGHTER CHILD and Design	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 5008512 SN: 86265227	Registered: 2016	July 26,	Live


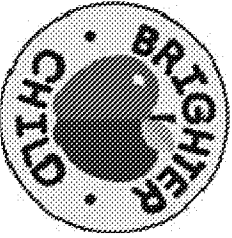
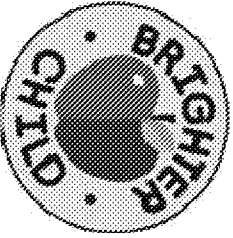
Mark/Name	Owner	App. No./Reg. No.	App. Date/Reg. Date	Status
				
<u>LEARNING SPOT</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 4441532 SN: 85980198	Registered November 26, 2013	Live
<u>POP-ITS</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 3880468 SN: 77553924	Registered: November 23, 2010	Live
<u>EZ-SPIN</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 3696863 SN: 77553903	Registered: October 13, 2009	DEAD
<u>CENTERSOLUTIONS</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 3696868 SN: 77555940	Registered: October 13, 2009	Live
<u>FILE FOLDER GAMES TO GO</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 3904765 SN: 77555954	Registered: January 11, 2011	Live

Mark/Name	Owner	App. No./Reg. No.	App. Date/Reg. Date	Status
	Liability Company)			
<u>QUICK STICK</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 3710409 SN: 77651942	Registered: November 10, 2009	Live
<u>THINKING KIDS'</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 4230457 SN: 85100135	Registered: October 23, 2012	Live
<u>ALPHABET EXPRESS</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 899693 SN: 72342975	Registered: September 29, 1970	DEAD
<u>READY REWARDS</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 4136742 SN: 85259120	Registered: May 1, 2012	Live
<u>CARSON-DELLOSA LEARNING SPOT</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 4392782 SN: 85319565	Registered: August 27, 2013	Live
<u>LEARNING SPOT</u>	Carson-Dellosa Publishing, LLC	SN: 85319541	Filed: May 12, 2011	DEAD

Mark/Name	Owner	App. No./Reg. No.	App. Date/Reg. Date	Status
SUMMER BRIDGE ACTIVITIES	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 4134294 SN: 85301521	Registered: May 1, 2012	Live
SPECTRUM	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 4035147 SN: 85307421	Registered: October 4, 2011	Live
THE GIANT BIG HELP FOR LIFES LITTLE CHALLENGES	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 4534460 SN: 85832399	Registered May 20, 2014	Live
BRIGHTER CHILD and Design	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 4783593 SN: 86976657	Registered July 28, 2015	Live
				
BRIGHTER CHILD	Carson-Dellosa Publishing, LLC	RN: 5155304 SN: 87103962	Registered March 7, 2017	Live

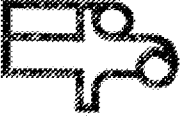
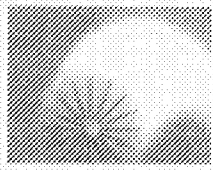
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	(Delaware Limited Liability Company)				
<u>THINKING KIDS</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 5155305 SN: 87104016	Registered 2017	March 7,	Live
<u>SPECTRUM</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 5164633 SN: 87104062	Registered 21, 2017	March	Live
<u>SUMMER BRIDGE</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 5164723 SN: 87107427	Registered 21,	March 2017	Live
<u>KEY EDUCATION</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 5164698 SN: 87106925	Registered 21, 2017	March	Live
<u>CARSON-DELLOSA PUBLISHING GROUP</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 5164739 SN: 87107765	Registered 21, 2017	March	Live
<u>CARSON</u>	Carson-Dellosa	RN: 5164729	Registered	March	Live


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DELOSSA EDUCATION	Publishing, LLC (Delaware Limited Liability Company)	SN: 87107579	21,	2017	
KEY EDUCATION and Design	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: SN: 5164716 87107341	Registered 21, 2017	March	Live
					
CD CARSON- DELOSSA PUBLISHING GROUP and Design	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: SN: 5159935 87111190	Registered 14, 2017	March	Live
					
CARSON DELOSSA EDUCATION and Design	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: SN: 5159937 87111212	Registered 14, 2017	March	Live



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EZ-SPIN	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 5693029 SN: 87715872	Registered March 5, 2019		Live
	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	SN: 88088202	Filed: August 22, 2018		Live
	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	SN: 87496885	Filed: June 20, 2017		DEAD

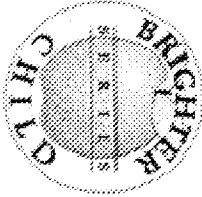
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<u>HIGHREACH LEARNING PROGRESS REPORTING AND EVALUATION PROGRAM</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 2939793 SN: 78311381	Registered: 12, 2005	April	DEAD
<u>SUMMER BRAINS</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 2935018 SN: 78380644	Registered: 22, 2005	March	DEAD
<u>MILESTONE</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 3091153 SN: 78404226	Registered: 2006	May 9,	DEAD
<u>MATH 2 MASTER</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 3036804 SN: 78439358	Registered: December 27, 2005		DEAD
<u>LIGHTNING READERS</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 3069394 SN: 78486437	Registered: 14, 2006	March	DEAD
<u>COLORFUL CUT-OUTS</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 3273077 SN: 78929442	Registered: 2007	July 31,	Live


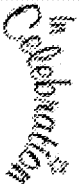
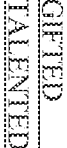
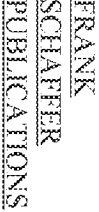


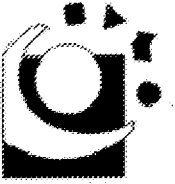
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IF (Stylized) 	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 953663 SN: 72384845	Registered: February 20, 1973	DEAD
Design Only 	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 3374252 SN: 78899037	Registered: January 22, 2008	Live
JUDY/INSTRUCT O	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 1378066 SN: 73525575	Registered: January 14, 1986	Live
JL (Stylized)	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 1391553 SN: 73525603	Registered: April 29, 1986	Live



Mark/Name	Owner	App. No./Reg. No.	App. Date/Reg. Date	Status
				
<u>TOTLINE</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 1490156 SN: 73683051	Registered: May 31, 1988	Live
<u>NUMBERMAZE</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 1617464 SN: 74013845	Registered: October 16, 1990	DEAD
<u>GIFTED &amp; TALENTED</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 1527561 SN: 73727387	Registered: February 28, 1989	DEAD
<u>STEPPING STONES</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 1629285 SN: 74040828	Registered: December 25, 1990	DEAD
<u>HIGHREACH LEARNING</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 1828862 SN: 74199627	Registered: March 29, 1994	Live

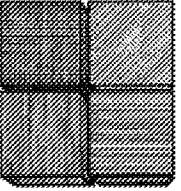
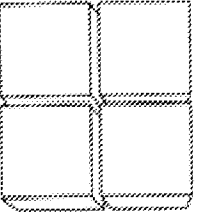
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	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 1755276 SN: 74281144	Registered: March 2, 1993	Live
	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 1731023 SN: 74168417	Registered: November 10, 1992	Live
<u>THEME-A-SAURUS</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 1658192 SN: 74062017	Registered: September 24, 1991	Live
<u>BRIGHTER CHILD</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 1895045 SN: 74325376	Registered: May 23, 1995	Live

Mark/Name	Owner	App. No./Reg. No.	App. Date	Date/Reg.	Status
 BRIGHTER CHILD SERIES and Design	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 1909946 SN: 74330593	Registered: 8, 1995	August	Live
HOMework HELPERS	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 1888442 SN: 74509679	Registered: 11, 1995	April	Live
HIGHREACH LEARNING	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 1836631 SN: 74391173	Registered: 1994	May 17,	DEAD
FRACTION BUILDER	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 1824391 SN: 74394971	Registered: 1,	March 1994	DEAD
BRIGHTER CHILD	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 2102495 SN: 74384901	Registered: 7, 1997	October	Live

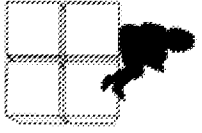
Mark/Name	Owner	App. No./Reg. No.	App. Date/Reg. Date	Status
 IN CELEBRATION and Design	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 2205989 SN: 75015960	Registered: November 24, 1998	Live
 IN CELEBRATION and Design	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 2211391 SN: 75015961	Registered: December 15, 1998	Live
 GIFTED & TALENTED	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 1944317 SN: 74637838	Registered: December 26, 1995	Live
 FRANK SCHAFFER PUBLICATIONS	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 2136550 SN: 75031374	Registered: February 17, 1998	Live

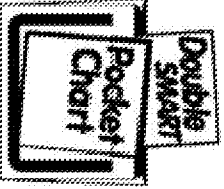

Mark/Name	Owner	App. No./Reg. No.	App. Date	Date/Reg.	Status
<u>WILD GOOSE</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 2258526 SN: 75308838	Registered: 1999	July 6, 1999	Live
<u>REAL SCIENCE - REAL FUN!</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 2258527 SN: 75308839	Registered: 1999	July 6, 1999	Live
<u>BUILD-N-LEARN</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 2222571 SN: 75386220	Registered: February 9, 1999		Live
<u>Design Only</u> 	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 2391307 SN: 75716671	Registered: October 3, 2000		Live
<u>EASY GRIP PEGS</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 2372456 SN: 75682394	Registered: August 1, 2000		Live
<u>BRIGHTER</u>	Carson-Dellosa	RN: 2267319	Registered: August		DEAD


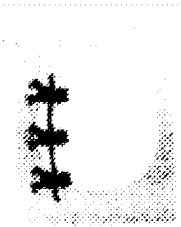
Mark/Name	Owner	App. No./Reg. No.	App. Date	Date/Reg.	Status
CHILD BRIGHTER CHOICES and Design	Publishing, LLC (Delaware Limited Liability Company)	SN: 75529736	3, 1999		
					
BRIGHTER CHILD BRIGHTER CHOICES	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 2265034 SN: 75529101	Registered: July 27, 1999		DEAD
MASTERING BASIC SKILLS and Design	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 3445780 SN: 77031886	Registered: June 10, 2008		DEAD
					
SPOT THE CLOCK	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 2610356 SN: 76015666	Registered: August 20, 2002		DEAD
POCKET CHANGE	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 2632544 SN: 76016401	Registered: October 8, 2002		DEAD

Mark/Name	Owner	App. No./Reg. No.	App. Date	Date/Reg. Date	Status
 Design Only	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 2469658 SN: 76081566	Registered: July 17, 2001		Live
FOUR-BLOCKS  Design Only	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 2510181 SN: 76207269	Registered: November 20, 2001		DEAD
 Design Only	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 2546894 SN: 76215021	Registered: March 12, 2002		DEAD
INSTANT SHOWCASE  Design Only	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 2684327 SN: 76124926	Registered: February 4, 2003		DEAD
Design Only	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 2455299 SN: 76057300	Registered: May 29, 2001		DEAD



Mark/Name	Owner	App. No./Reg. No.	App. Date	Date/Reg.	Status
	Liability Company)				
<u>TODD SQUAD</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 3262611 SN: 78670867	Registered: July 10, 2007		DEAD
<u>EXTREME READERS</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 3117124 SN: 78683855	Registered: July 18, 2006		DEAD
<u>BIG SKILLS FOR LITTLE HANDS</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 3463454 SN: 77135580	Registered: July 8, 2008		Live
<u>PASSPORTS</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 3437294 SN: 77161938	Registered: May 27, 2008		DEAD
<u>DOUBLE SMART POCKET CHART and Design</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 3368990 SN: 77187100	Registered: January 15, 2008		DEAD

Mark/Name	Owner	App. No./Reg. No.	App. Date/Reg. Date	Status
	Liability Company)			
IW (Stylized)	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 3368680 SN: 77175110	Registered: January 15, 2008	DEAD
	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 3368677 SN: 77175075	Registered: January 15, 2008	DEAD
INTERVENTION WORKS	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 3368684 SN: 77175134	Registered: January 15, 2008	DEAD
LEARN TO READ TO LEARN	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 3368685 SN: 77175146	Registered: January 15, 2008	DEAD
IW INTERVENTION WORKS and Design	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)			

Mark/Name	Owner	App. No./Reg. No.	App. Date/Reg. Date	Status
				
DOUBLE SMART	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 3499730 SN: 77169702	Registered: September 9, 2008	Live
FSP	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 2281881 SN: 75052542	Registered: September 28, 1999	Live
<u>Design Only</u> 	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 2148667 SN: 75136700	Registered: April 7, 1998	Live
<u>CRAZY SLATE</u>	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 2116986 SN: 75139780	Registered: November 25, 1997	Live
AMERICAN	Carson-Dellosa	RN: 3634092	Registered: June 9,	DEAD

Mark/Name	Owner	App. No./Reg. No.	App. Date	Date/Reg.	Status
EDUCATION PUBLISHING	Publishing, LLC (Delaware Limited Liability Company)	SN: 77491164	2009		
AMERICAN EDUCATION PUBLISHING and Design	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 3630004 SN: 77494985	Registered: 2009	June 2, 2009	DEAD
AMERICAN EDUCATION PUBLISHING					
CUT-OUT BUDDIES	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 3557067 SN: 77480410	Registered: 6, 2009	January 6, 2009	Live
STUDY BUDDIES	Carson-Dellosa Publishing, LLC (North Carolina Limited Liability Company)	SN: 85259122	Filed: 2011	March 6, 2011	DEAD
FOUR-BLOCKS	Carson-Dellosa Publishing, LLC (Delaware Limited Liability Company)	RN: 2465617 SN: 76057739	Registered: 2001	July 3, 2001	Live

Mark/Name	Owner	App. No./Reg. No.	App. Date/Reg. Date	Status
BRIGHT BABY	Cookie Jar Education, Inc. (Delaware Corp.)	RN: 3699351 SN: 77095383	Registered: October 20, 2009	Live

CANADIAN TRADEMARKS

Mark	Reg. No.	App. No.	Filing Date	Registration Date	Owner
BRIGHTER CHILD	TMA549,683	0766324	10/17/1994	8/10/2001	Carson-Dellosa Publishing, LLC
BRIGHTER CHILD SERIES (And Design)	TMA488293	0766325	10/17/1994	01/27/1998	Carson-Dellosa Publishing, LLC

