

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM627051

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
S & S Worldwide, Inc.		02/18/2021	Corporation: CONNECTICUT
Steps To Literacy, L.L.C.		02/18/2021	Limited Liability Company: NEW JERSEY
HYCO, Inc.		02/18/2021	Corporation: CONNECTICUT
ADAMCO, Inc.		02/18/2021	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Siena Lending Group LLC		
Street Address:	9 W Braod Street		
Internal Address:	6th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 40			
Property Type	Number	Word Mark	
Registration Number:	1613355	ADAPT ABILITY	
Registration Number:	1853714	ALLEN DIAGNOSTIC MODULE	
Registration Number:	2976976	COLOR SPLASH	
Registration Number:	1752690	EDUCRAFT	
Registration Number:	1714239	ESSEX WOOD PRODUCTS	
Registration Number:	1559144	GATOR SKIN	
Registration Number:	2919435	GEE-PERZ!	
Registration Number:	1720456	GLORY MOUNTAIN	
Registration Number:	2750181	LIQUID IMAGINATION	
Registration Number:	5725547	MOUNTAIN RIVER DECOR	
Registration Number:	2448245	PRIMELIFE	
Registration Number:	1407662	S & S	
Registration Number:	5454486	S&S	
Registration Number:	5344657	S&S	
Registration Number:	5831255	S&S	
TRADEMARK			

OP \$1015.00 1613355

Property Type	Number	Word Mark
Registration Number:	2103072	S&S HEALTHCARE
Registration Number:	2827064	SALLY
Registration Number:	3746323	SSWW
Registration Number:	1704952	STENCIL ART
Registration Number:	2950911	SUPER FOAM
Registration Number:	4249828	TENI
Registration Number:	4402420	THE EDUCATOR'S NETWORK
Registration Number:	3824680	TOSS 'N TALK-ABOUT
Registration Number:	3744344	TEACHER PLANET
Registration Number:	4337268	THE EDUCATOR'S NETWORK WHERE TEACHERS CO
Registration Number:	0732119	WORLD WIDE GAMES
Registration Number:	1729562	WORLD WIDE GAMES
Registration Number:	2393448	EDUCATION WORLD
Registration Number:	4008684	MATH GOODIES
Registration Number:	5441855	MATH GOODIES
Registration Number:	2622736	
Registration Number:	5328747	SCHOOLNOTES
Registration Number:	5548316	EDUCATION WORLD CONNECTING EDUCATORS TO
Registration Number:	5626631	EDUCATION WORLD CONNECTING EDUCATORS TOW
Registration Number:	2119615	EDUCATION WORLD
Registration Number:	4008685	MRS. GLOSSER'S MATH GOODIES
Registration Number:	5518957	PACK-N-READ
Registration Number:	4707390	STEPS TO LITERACY
Registration Number:	4692366	BUDDY PACK
Registration Number:	4063010	INNOVATIVE TOOLS FOR TRAVELING THE ROADT

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 6142803562

Email: ted.mulligan@wolterskluwer.com

Correspondent Name: Ted Mulligan

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Gloria Sheehan
SIGNATURE:	/gloria sheehan/
DATE SIGNED:	02/19/2021

Total Attachments: 24

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

S & S WORLDWIDE, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation
☐ Limited Liability Company

Citizenship: CT

Execution Date(s) February 18, 2021

Additional names of conveying parties attached? ☒ Yes ☐ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes

☐ Yes

☒ No

Name: SIENA LENDING GROUP LLC

Internal
Address:

Street Address: 9 W Broad Street, 6th Floor

City: Stamford

State: CT

Country: USA

Zip: 06902

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Intellectual Property Security Agreement

☐ Association Citizenship:

☐ General Partnership Citizenship:

☐ Limited Partnership Citizenship:

☐ Corporation Citizenship:

☒ Other Limited Liability Company Citizenship: DE

If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule 1(b)

B. Trademark Registration No.(s) See Attached Schedule 1(b)

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 40

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number
Authorized User Name:

9. Signature:

Signature

February 18, 2021

Date

Total number of pages including cover sheet, attachments, and document: 24

Gloria Sheehan
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 366-6996, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ADDITIONAL NAMES OF CONVEYING PARTIES
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

STEPS TO LITERACY, L.L.C.	Limited Liability Company	New Jersey
HYCO, INC.	Corporation	Connecticut
ADAMCO, INC.	Corporation	Connecticut

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of February 18, 2021 by S&S WORLDWIDE, INC., a Connecticut corporation ("Parent"), STEPS TO LITERACY, L.L.C., a New Jersey limited liability company ("Steps to Literacy"), HYCO, INC., a Connecticut corporation, and ADAMCO, INC., a Connecticut corporation ("Adamco"; and together with Parent, Steps to Literacy, Hyco, and any other Person who from time to time becomes a Borrower under the Loan Agreement, collectively, the "Grantors" and each individually, a "Grantor") in favor of SIENA LENDING GROUP LLC, a Delaware limited liability company (together with its successors and assigns, "Lender"):

W I T N E S S E T H

WHEREAS, each Grantor, certain Grantors' affiliates and Lender are parties to a certain Loan and Security Agreement as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lender; and

WHEREAS, each Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by such Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference into this Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Lender a continuing security interest in such Grantor's entire right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to such Grantor as of the date hereof.

4. Right to Bring Suit. Each Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Each Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

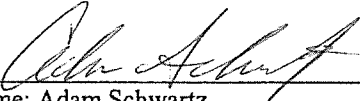
6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AGREES TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 10.1 of the Loan Agreement.

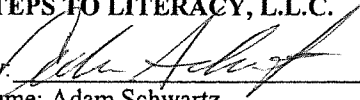
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IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

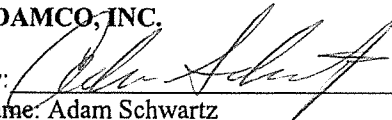
S&S WORLDWIDE, INC.

By: 
Name: Adam Schwartz
Its: Co-President


STEPS TO LITERACY, L.L.C.

By: 
Name: Adam Schwartz
Its: Manager

ADAMCO, INC.

By: 
Name: Adam Schwartz
Its: Co-President

HYCO, INC.

By: 
Name: Adam Schwartz
Its: Co-President

Agreed and Accepted
as of the date first written above:

SIENA LENDING GROUP LLC

By: Anthony Lavinio
Name: Anthony Lavinio
Title: Authorized Signatory

By: [Signature]
Name: Ernest Abati
Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE 1

(a) Patents and Patent Licenses

Grantor	Patent	Registration Date	Patent Number
NONE.			

Schedule 1(b)

TRADEMARK STATUS REPORT

S&S Worldwide, Inc.

Prepared by Delio Peterson & Curcio LLC

01/27/21

CLI	DKT	COUNTRY/ST	S	MARK	SERIAL NO	FILED	REG NO.	REG DATE	RENEW
SSW	400020000	UNITED STATES	I	ADAPTABILITY (STYLIZED)	74/007,942	12/04/89	1,613,355	09/11/90	09/11/30
SSW	40700	UNITED STATES	I	ALLEN DIAGNOSTIC MODULE	426,045	08/19/93	1,853,714	09/13/94	09/13/24
SSW	400038008	CHINA	I	CHINESE CHARACTERS (embedding the teaching into fun)	9454674	05/12/11	9454674	05/28/12	05/27/22
SSW	410038008	CHINA	I	CHINESE CHARACTERS (embedding the teaching into the fun)	9454693	05/12/11	9454693	08/07/12	08/06/22
SSW	400013008	CHINA	I	COLOR SPLASH	7680148	09/08/09	7680148	12/14/10	12/13/30
SSW	410013000	UNITED STATES	I	COLOR SPLASH	76/421,746	06/07/02	2,976,976	07/26/05	07/26/25
SSW	40508	CHINA	I	EDUCRAFT	7680149	09/08/09	7680149	11/28/10	11/27/30
SSW	40500	UNITED STATES	I	EDUCRAFT (Stylized)	74/212,338	10/15/91	1,752,690	02/16/93	02/16/23
SSW	400024000	UNITED STATES	I	ESSEX WOOD PRODUCTS	230,331	12/16/91	1,714,239	09/08/92	09/08/22
SSW	400011007	CANADA	I	GATOR SKIN	1,006,505	02/24/99	532,470	09/11/00	09/11/30
SSW	400011008	CHINA	I	GATOR SKIN	9900020538	03/04/99	1422919	07/21/00	07/20/30
SSW	400011042	TAIWAN	I	GATOR SKIN	88009651	03/08/99	886709	03/16/00	03/15/30
SSW	400011000	UNITED STATES	I	GATOR SKIN	73/780,451	02/13/89	1,559,144	10/03/89	10/03/29
SSW	400025000	UNITED STATES	I	GEE-PERZI	76/436,912	08/01/02	2,919,435	01/18/05	01/18/25

I=Issued P=Pending A=Abandoned E=Expired N=Not Filed T=Transferred C=Canceled
Report - TMSTATUS

TRADEMARK STATUS REPORT

S&S Worldwide, Inc.

Prepared by Delio Peterson & Curcio LLC

01/27/21

CLI	DKT	COUNTRY/ST	S	MARK	SERIAL NO	FILED	REG NO.	REG DATE	RENEW
SSW	40400	UNITED STATES	I	GLORY MOUNTAIN and Design	203,641	09/16/91	1,720,456	09/29/92	09/29/22
SSW	400027000	UNITED STATES	I	LIQUID IMAGINATION	76/480,378	01/06/03	2,750,181	08/12/03	08/12/23
SSW	400043000	UNITED STATES	I	MOUNTAIN RIVER DECOR	88/038,902	07/16/18	5,725,547	04/16/19	04/16/29
SSW	400012000	UNITED STATES	I	PRIMELIFE	75/654,031	02/23/99	2,448,245	05/01/01	05/01/31
SSW	40307	CANADA	I	S&S	685,593	07/10/91	409,113	03/05/93	03/05/23
SSW	40308	CHINA	I	S&S	3251024	07/23/02	3251024	10/28/03	10/27/23
SSW	50308	CHINA	I	S&S	3273043	08/13/02	3273043	06/28/04	06/27/24
SSW	50318	HONG KONG	I	S&S	10926/2002	04/04/03	300159543	04/04/03	04/03/23
SSW	40342	TAIWAN	I	S&S	91036040	08/22/02	1049054	07/01/03	06/30/23
SSW	50342	TAIWAN	I	S&S	91036041	08/22/02	1054584	08/16/03	08/15/23
SSW	40300	UNITED STATES	I	S&S	565,638	10/28/85	1,407,662	09/02/86	09/02/26
SSW	400041000	UNITED STATES	I	S&S	87/273,209	12/19/16	5,454,486	04/24/18	04/24/28
SSW	410041000	UNITED STATES	I	S&S	87/273,249	12/19/16	5,344,657	11/28/17	11/28/27
SSW	400042000	UNITED STATES	I	S&S (Stylized)	87/945,074	06/01/18	5,831,255	08/13/19	08/13/29
SSW	40900	UNITED STATES	I	S&S HEALTHCARE	75/147,300	08/08/96	2,103,072	10/07/97	10/07/27
SSW	400026000	UNITED STATES	I	SALLY	76/440,823	08/15/02	2,827,064	03/30/04	03/30/24
SSW	400034000	UNITED STATES	I	SSWW	77/755,221	06/09/09	3,746,323	02/09/10	02/09/30
SSW	400023000	UNITED STATES	I	STENCIL ART	203,642	09/16/91	1,704,952	08/04/92	08/04/22

I=Issued P=Pending A=Abandoned E=Expired N=Not Filed T=Transferred C=Canceled
Report - TMSTATUS

TRADEMARK STATUS REPORT

S&S Worldwide, Inc.

Prepared by Delio Peterson & Curcio LLC

01/27/21

CLI	DKT	COUNTRY/ST	S	MARK	SERIAL NO	FILED	REG NO.	REG DATE	RENEW
SSW	400028000	UNITED STATES	I	SUPER FOAM	76/492,555	02/26/03	2,950,911	05/17/05	05/17/25
SSW	400040000	UNITED STATES	I	TENI	85/590,268	04/05/12	4,249,828	11/27/12	11/27/22
SSW	410035000	UNITED STATES	I	THE EDUCATOR'S NETWORK	85/577,422	03/22/12	4,402,420	09/17/13	09/17/23
SSW	400037000	UNITED STATES	I	TOSS 'N TALK-ABOUT	77/893,437	12/15/09	3,824,680	07/27/10	07/27/30
SSW	400036000	UNITED STATES	I	Teacher Planet	77/766,965	06/24/09	3,744,344	02/02/10	02/02/30
SSW	400039000	UNITED STATES	I	The Educator's Network where teachers come first & Design	85/577,432	03/22/12	4,337,268	05/21/13	05/21/23
SSW	400021000	UNITED STATES	I	WORLD WIDE GAMES	72/107,894	11/04/60	732,119	05/29/62	05/29/22
SSW	400022000	UNITED STATES	I	WORLD WIDE GAMES LOGO	209,935	10/07/91	1,729,562	11/03/92	11/03/22

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Schedule 1(b)

Hycos, Inc. Trademarks

HYCO	400003000	HYCO, Inc.	UNITED STATES	EDUCATION WORLD	75/822,106	10/12/99	2,393,448	10/10/00	I	10/10/20	Yes
HYCO	400001000	HYCO, Inc.	UNITED STATES	MATH GOODIES	85/145,399	10/5/10	4,008,684	8/9/11	I	8/9/21	Yes
HYCO	410001000	HYCO, Inc.	UNITED STATES	MATH GOODIES	87/414,061	4/17/17	5,441,855	4/10/18	I	4/10/28	Yes
				SCHOOL HOUSE Design							
HYCO	400007000	HYCO, Inc.	UNITED STATES	SCHOOLNOTES	75/822,108	10/12/99	2,622,736	9/24/02	I	9/24/22	Yes
HYCO	400010000	HYCO, Inc.	UNITED STATES	education world Connecting educators to what works & Design	87/396,495	4/3/17	5,328,747	11/7/17	I	11/7/27	Yes
HYCO	400009000	HYCO, Inc.	UNITED STATES	education world Connecting educators to what works & Design	87/353,945	3/1/17	5,548,316	8/28/18	I	8/28/28	No
HYCO	410009000	HYCO, Inc.	UNITED STATES		87/880,422	4/17/18	5,626,631	12/11/18	I	12/11/28	No

DROPPED SINCE ORIGINAL DOCUMENT (April 2018) (THESE MARKS ARE NO LONGER USED ON A REGULAR BASIS BY THE COMPANY—REPLACED WITH PREFERRED STYLE OR FORM OF MARK)

Hyco		UNITED STATES	Education World	2,119,615
Hyco		UNITED STATES	Mrs. Glosser's Math Goodies	4,008,685

Schedule I (b)

TRADEMARK STATUS REPORT

Steps to Literacy, LLC

Prepared by Delio Peterson & Curcio LLC

01/27/21

CLI	DKT	COUNTRY/ST	S	MARK	SERIAL NO	FILED	REG NO.	REG DATE	RENEW
STEP	410004000	UNITED STATES	1	PACK-N-READ	877718,927	12/13/17	5,518,957	07/17/18	07/17/28
STEP	400001000	UNITED STATES	1	STEPS TO LITERACY	86/341,792	07/18/14	4,707,390	03/24/15	03/24/25

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Report - TMSTATUS

Schedule 1(b)

Adamco, Inc. Trademarks

<u>CLI</u>	<u>DOCKET NO</u>	<u>OWNER</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>SERIAL NO</u>	<u>FILING DATE</u>	<u>REG NO.</u>	<u>REG DATE</u>	<u>STATUS</u>	<u>RENEWAL DUE</u>	<u>Secured</u>
STEP	400002000	Steps to Literacy, LLC	UNITED STATES	BUDDY PACK	86/341,815	7/18/14	4,692,366	2/24/15	I	2/24/25	Yes
STEP	400003000	Steps to Literacy, LLC	UNITED STATES	INNOVATIVE TOOLS FOR TRAVELING THE ROAD TO LITERACY	85/301,135	4/21/11	4,063,010	11/29/11	I	11/29/21	Yes
STEP	410004000	Steps to Literacy, LLC	UNITED STATES	PACK-N- READ	87/718,927	12/13/17	5,518,957	7/17/18	I	7/17/28	Yes
STEP	400001000	Steps to Literacy, LLC	UNITED STATES	STEPS TO LITERACY	86/341,792	7/18/14	4,707,390	3/24/15	I	3/24/25	Yes

(c) Copyrights and Copyright Licenses

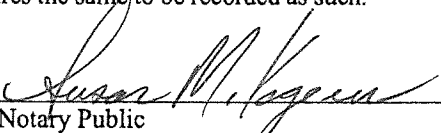
Grantor	Copyright	Registration Date	Registration Number
NONE.			

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF CONNECTICUT :
COUNTY OF NEW LONDON :

SS COLCHESTER

On this 12 day of February, 2021 before me personally appeared ADAM SCHWARTZ, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of S&S WORLDWIDE, INC., that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



Notary Public
My Commission Expires:

SUSAN M. KAGERER
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2024

[Acknowledgement to Intellectual Property Security Agreement - S&S WORLDWIDE]

TRADEMARK
REEL: 007197 FRAME: 0275

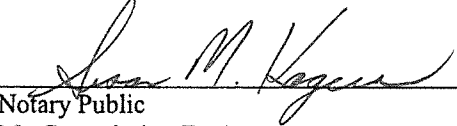
COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF CONNECTICUT :
COUNTY OF NEW LONDON :

SS

COLCHESTER

On this 12 day of February, 2021 before me personally appeared ADAM SCHWARTZ, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of STEPS TO LITERACY, L.L.C., that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



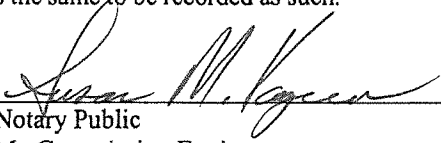
Notary Public
My Commission Expires:

SUSAN M. KAGERER
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2024

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF CONNECTICUT : SS COLCHESTER
COUNTY OF NEW LONDON :

On this 12 day of February, 2021 before me personally appeared ADAM SCHWARTZ, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of ADAMCO, INC., that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



Notary Public
My Commission Expires:

SUSAN M. KAGERER
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2024

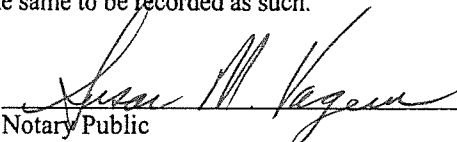
[Acknowledgement to Intellectual Property Security Agreement - ADAMCO]

TRADEMARK
REEL: 007197 FRAME: 0277

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF CONNECTICUT : SS COLCHESTER
COUNTY OF NEW LONDON :

On this 12 day of February, 2021 before me personally appeared ADAM SCHWARTZ, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of HYCO, INC., that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



Notary Public
My Commission Expires:

SUSAN M. KAGERER
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2024

POWER OF ATTORNEY

S&S WORLDWIDE, INC., a Connecticut corporation ("Parent"), STEPS TO LITERACY, L.L.C., a New Jersey limited liability company ("Steps to Literacy"), HYCO, INC., a Connecticut corporation, and ADAMCO, INC., a Connecticut corporation ("Adamco"; and together with Parent, Steps to Literacy, Hyco, and any other Person who from time to time becomes a Borrower under the Loan Agreement, collectively, the "Grantors" and each individually, a "Grantor"), hereby authorize SIENA LENDING GROUP LLC, its successors and assigns, and any officer or agent thereof ("Lender") under that certain Loan and Security Agreement among Lender, Grantors and certain other Loan Party Obligors dated as of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantors, with the power to endorse the name of Grantors on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Intellectual Property Security Agreement among Grantors, certain other Loan Party Obligors, as grantors and Lender dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any trademarks, patents and copyrights (as defined in the Intellectual Property Agreement) or additional trademarks, patents and copyrights in the United States Patent and Trademark Office and United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantors a supplement to the Patent, Trademark and Copyright Security Agreement, to use the Trademarks, Patents and Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and Copyrights to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantors a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

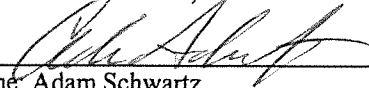
Grantors hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Loan Documents other than any actions which constitute gross negligence or willful misconduct.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

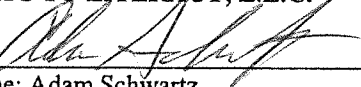
[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantors have executed this Power of Attorney as a deed,
this 2 day of February, 2021.

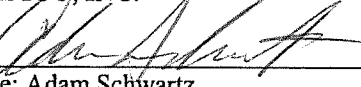
S&S WORLDWIDE, INC.

By: 
Name: Adam Schwartz
Its: Co-President


STEPS TO LITERACY, L.L.C.

By: 
Name: Adam Schwartz
Its: Manager

ADAMCO, INC.

By: 
Name: Adam Schwartz
Its: Co-President

HYCO, INC.

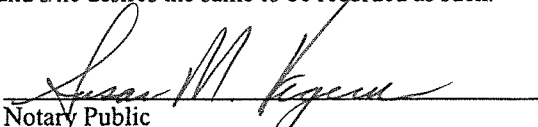
By: 
Name: Adam Schwartz
Its: Co-President

[Signature page to Power of Attorney to Intellectual Property Security Agreement]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF CONNECTICUT : SS COLCHESTER
COUNTY OF NEW LONDON :

On this 12 day of February, 2021, before me personally appeared ADAM SCHWARTZ, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of S&S WORLDWIDE, INC., and that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.


Notary Public
My Commission Expires:

SUSAN M. KAGERER
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2024


[Acknowledgment to Power of Attorney to Intellectual Property Security Agreement - S&S WORLDWIDE]

TRADEMARK
REEL: 007197 FRAME: 0281

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF CONNECTICUT : SS COLCHESTER
COUNTY OF NEW LONDON :

On this 12 day of February, 2021, before me personally appeared ADAM SCHWARTZ, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of STEPS TO LITERACY, L.L.C., and that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



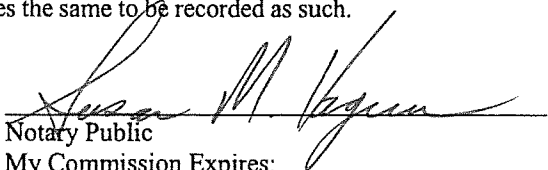
Notary Public
My Commission Expires:

SUSAN M. KAGERER
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2024

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF CONNECTICUT : SS COLCHESTER
COUNTY OF NEW LONDON :

On this 12 day of February, 2021, before me personally appeared ADAM SCHWARTZ, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of ADAMCO, INC., and that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.


Notary Public

My Commission Expires:

SUSAN M. KAGERER
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2024

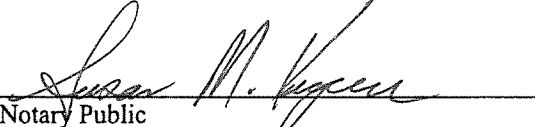
[Acknowledgment to Power of Attorney to Intellectual Property Security Agreement - ADAMCO]

TRADEMARK
REEL: 007197 FRAME: 0283

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF CONNECTICUT : SS COLCHESTER
COUNTY OF NEW LONDON :

On this 12 day of February, 2021, before me personally appeared ADAM SCHWARTZ, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of HYCO, INC., and that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.


Notary Public
My Commission Expires:

SUSAN M. KAGERER
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2024

[Acknowledgment to Power of Attorney to Intellectual Property Security Agreement - HYCO]