

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM868517

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENERAL ELECTRIC CAPITAL CORPORATION		12/30/2014	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EXCELLIGENCE LEARNING CORPORATION		
Street Address:	2 Lower Ragsdale Drive		
Internal Address:	Suite 200		
City:	Monterey		
State/Country:	CALIFORNIA		
Postal Code:	93940		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4359338	MY PERFECT CLASSROOM	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	SUSAN ZABLOCKI		
Address Line 1:	KIRKLAND & ELLIS LLP		
Address Line 2:	601 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	19031-3		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	01/16/2024		
Total Attachments: 13			
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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Termination"), is dated as of December 30, 2014, and made by General Electric Capital Corporation, in its capacity as administrative agent for the Lenders (the "Grantee") to Excelligence Learning Corporation, a Delaware corporation (the "Grantor").

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of September 6, 2011, made by the Grantors (as defined therein) in favor of the Grantee ("Security Agreement 1"), a security interest was granted by the Grantors (as defined therein) to the Grantee in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of October 28, 2011, made by the Grantors in favor of the Grantee ("Security Agreement 2"), a security interest was granted by the Grantor to the Grantee in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of March 12, 2012, made by the Grantors in favor of the Grantee ("Security Agreement 3"), a security interest was granted by the Grantor to the Grantee in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of January 28, 2013, made by the Grantors in favor of the Grantee ("Security Agreement 4"), a security interest was granted by the Grantor to Grantee in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of July 2, 2013, made by the Grantors in favor of the Grantee ("Security Agreement 5"), a security interest was granted by the Grantor to the Grantee in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of September 4, 2013, made by the Grantors in favor of the Grantee ("Security Agreement 6" and, together with Security Agreement 1, Security Agreement 2, Security Agreement 3, Security Agreement 4 and Security Agreement 5, the "Security Agreements"), a security interest was granted by the Grantor to the Grantee in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, Security Agreement 1 was recorded in the Trademark Division of the United States Patent and Trademark Office on September 6, 2011, at Reel 4617 and Frame 0572;

WHEREAS, Security Agreement 2 was recorded in the Trademark Division of the United States Patent and Trademark Office on December 5, 2011, at Reel 4671 and Frame 0985;

WHEREAS, Security Agreement 3 was recorded in the Trademark Division of the United States Patent and Trademark Office on March 22, 2012, at Reel 4741 and Frame 0739;

WHEREAS, Security Agreement 4 was recorded in the Trademark Division of the United States Patent and Trademark Office on January 30, 2013, at Reel 4952 and Frame 0647;

WHEREAS, Security Agreement 5 was recorded in the Trademark Division of the United States Patent and Trademark Office on July 8, 2013, at Reel 5065 and Frame 0034;

WHEREAS, Security Agreement 6 was recorded in the Trademark Division of the United States Patent and Trademark Office on September 12, 2013, at Reel 5111 and Frame 0133; and

WHEREAS, the Grantee now desires to terminate and release the Security Agreements;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured pursuant to the Security Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall have the meaning set forth in each Security Agreement, as applicable, and shall include all of the applicable Grantor's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A hereto, together with the goodwill of the business symbolized thereby.

2. Release of Security Interest. The Grantee hereby (i) terminates the Security Agreements and terminates, releases and discharges all liens and security interests in, and reassigns to Grantor, all right, title, and interest the Grantee may have in, to, or under, the Trademark Collateral; (ii) agrees that it shall execute all other documents and do all other acts necessary to relinquish and effect the release of such rights to Grantor; and (iii) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Grantee's rights under the Security Agreements with respect to the Trademark Collateral.

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IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

**GENERAL ELECTRIC CAPITAL
CORPORATION,**

By: Ashley G. Medlo
Name: Ashley G. Medlo
Title: Duty Authorized Signatory

[Signature Page to Termination and Release of Trademark Security Agreement]

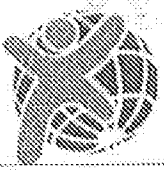

**TRADEMARK
REEL: 008317 FRAME: 0743**

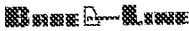

Schedule A

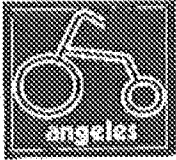


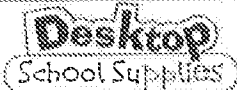
See attached.

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE	OWNER
BUY WHERE TEACHERS BUY	3888200	12/07/2010	Excelligence Learning Corporation
VARIO SEAT	3810251	06/29/2010	Excelligence Learning Corporation
MYRIDER	3866627	10/26/2010	Excelligence Learning Corporation
ECMD	3718580	12/01/2009	Excelligence Learning Corporation
SURESTOP	3718418	12/01/2009	Excelligence Learning Corporation
MY HOMETOWN	3647524	06/30/2009	Excelligence Learning Corporation
CLASSICRIDER	3675708	09/01/2009	Excelligence Learning Corporation
CONVERTO	3738832	01/19/2010	Excelligence Learning Corporation
RUGGEDRIDER	3769889	04/06/2010	Excelligence Learning Corporation
INCREDIBLE FOAM	3491407	08/26/2008	Excelligence Learning Corporation
SOUND SPONGE	3463558	07/08/2008	Excelligence Learning Corporation
	3351369	12/11/2007	Excelligence Learning Corporation
TEACHER QUICKSOURCE	2906713	11/30/2004	Excelligence Learning Corporation
	2876620	08/24/2004	Excelligence Learning Corporation
EXCELLIGENCE	2733120	07/01/2003	Excelligence Learning Corporation
LITTLE KIDDIE	3097179	05/30/2006	Achievement Products, Inc.
ACHIEVEMENT	3092020	05/16/2006	Achievement Products, Inc.

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE	OWNER
PRODUCTS			
ACHIEVEMENT PRODUCTS	1109254	12/19/1978	Achievement Products, Inc.
BYE-BYE	3721876	12/08/2009	Angeles Corporation
SPACELINE	2950235	05/10/2005	Angeles Corporation
QUIET DIVIDER	2950193	05/10/2005	Angeles Corporation
ANGELES BASIC	2605599	08/06/2002	Angeles Corporation
SILVERRIDER	2423362	01/23/2001	Angeles Corporation
ANGELES	2452519	05/22/2001	Angeles Corporation
BASELINE	2465053	07/03/2001	Angeles Corporation
 (BASE FURNITURE LINE (and Design))	1897533	06/06/1995	Angeles Corporation
SOF-TEX	1813744	12/28/1993	Angeles Corporation
	1729410	11/03/1992	Angeles Corporation
ANGELS REST	1630880	01/08/1991	Angeles Corporation
BYE BYE BUGGY	1550889	08/08/1989	Angeles Corporation

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE	OWNER
	1477877	02/23/1988	Angeles Corporation
COLORATIONS	2546548	03/12/2002	Earlychildhood LLC
COLORATIONS	2546549	03/12/2002	Earlychildhood LLC
COMPLETING THE CIRCLE BETWEEN TEACHERS AND PARENTS	2555560	04/02/2002	Earlychildhood LLC
BIOPUTTY	2584890	06/25/2002	Earlychildhood LLC
COLORS LIKE ME	2661596	12/17/2002	Earlychildhood LLC
	2455515	05/29/2001	Earlychildhood LLC
THE IMAGINATION PLAYGROUD	2052213	04/15/1997	Earlychildhood LLC
EARLY CHILDHOOD NEWS	1852370	09/06/1994	Earlychildhood LLC
BIOCOLOR	1818908	02/01/1994	Earlychildhood LLC
RAINBOW	1412843	10/14/1986	Earlychildhood LLC
DANDI-LI-ON	1344758	06/25/1985	Earlychildhood LLC
SCHOOL WRAP PAC	2675790	01/21/2003	Educational Products
PROBOARD	2328357	03/14/2000	Educational Products
EPI	2426072	02/06/2001	Educational Products
ECONOBOARD	2424420	01/30/2001	Educational Products
	2426073	02/06/2001	Educational Products
	3351301	12/11/2007	Educational Products
SMARTERKIDS	2471836	07/24/2001	Smarterkids.com, Inc.

US. Trademark Applications

TRADEMARK	APPLICATION NO.	APPLICATION DATE	OWNER
CLEERseal	85/318422	05/11/2011	EXCELLIGENCE LEARNING CORPORATION
SAFE-T-SIDE	85/310891	05/03/2011	EXCELLIGENCE LEARNING CORPORATION
DISCOUNT SCHOOL SUPPLY	85/198972	12/15/2010	EXCELLIGENCE LEARNING CORPORATION
PATTERN FIGGIES	85/165498	10/30/2010	EXCELLIGENCE LEARNING CORPORATION
BUDGET BIRCH	77/952251	03/05/2010	EXCELLIGENCE LEARNING CORPORATION
SPORTRIDER	77/765634	06/22/2009	EXCELLIGENCE LEARNING CORPORATION

IP Licenses

1. Agreement, effective May 29, 1998, between QTL Corporation and X-Tra Art, Inc. and Linda Weill and Jay Weill.
2. License Agreement, effective December 17, 1999, by and between Earlychildhood.com, LLC and DecoArt, Inc.
3. Exclusive Manufacturing, Distribution, Sales and Trademark License Agreement, made as of December 31, 2008, between Angeles Corporation and Berg Design, Inc.

SCHEDULE I
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

N/A

2. TRADEMARK APPLICATIONS

EXCELLERATIONS

USPTO Application #85387064. Filed August 2, 2011.

3. IP LICENSES

N/A

SCHEDULE I
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

ANGELES (w/ trike design). Canada #TMA380483. Registered June 22, 2991.

RUNABOUT. USPTO #3148413. Registered September 26, 2006.

ROCK & ROLL. USPTO #3439171. Registered June 3, 2008.

2. TRADEMARK APPLICATIONS

MyPushPet

USPTO Application #85566275. Filed March 11, 2012.

3. IP LICENSES

N/A

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS
 - a. Mark: KUNABOUT
 - b. Registration Number: 10943801
 - c. Registration Date: October 18, 2012
 - d. Jurisdiction: European Community

2. APPLICATIONS:
 - a. Mark: SportRider
 - b. Application Number: 85819463
 - c. Application Date: January 9, 2013
 - d. Jurisdiction: USPTO

3. IP LICENSES: n/a

SCHEDULE I
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS
 - a. MY PERFECT CLASSROOM: USPTO # 4359338 – registered June 25, 2013
2. TRADEMARK RIGHTS OBTAINED THROUGH ASSIGNMENT - As part of the acquisition on Environments, Inc., Excelligence acquired full right, title, interest and good will to the following trademarks (assignment filed with the USPTO on June 12, 2013):
 - a. ~~CHROMA CHAIRS~~: USPTO #2702447 – registered April 1, 2003
 - b. ~~COLORDESIGN CARPET~~: USPTO #3576092 – registered February 17, 2009
 - c. ~~EARTHCHILD~~: USPTO #2023577 – registered December 17, 1996
 - d. EICHILD.COM: USPTO #2609995 – registered August 20, 2002
 - e. ENVIRONMENTS, INC.: USPTO #1318706 – registered February 5, 1985
 - f. GIVE PLAY A CHANCE: USPTO #3494686 – registered September 2, 2008
 - g. GO TOGETHERS: USPTO #3439965 – registered June 3, 2008
 - h. MAPLE COLOR LINE: USPTO #3424903 – registered May 6, 2008
 - i. NIFTYSYSTEM: USPTO #2432043 – registered February 27, 2001
 - j. PEEKABLUE!: USPTO #3439968 – registered June 3, 2008
 - k. PRE3CHILD: USPTO #2396302 – registered May 5, 2006
 - l. ROLEOVERS: USPTO #1837414 – registered May 24, 1994
 - m. SOFTSTAGES: USPTO #1525918 – registered February 21, 1989
 - n. [redbird logo]: USPTO #3153290 – registered October 6, 2010
3. ABANDONED TRADEMARK APPLICATIONS
 - a. MYPUSHPET: USPTO App. #8556275, effective May 13, 2013

SCHEDULE I
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS
 - a. BUILDING BRILLIANCE: USPTO # 4385489 -- registered August 13, 2013
2. ABANDONED TRADEMARK APPLICATIONS
 - a. CLEERSEAL: USPTO App. #85318422, effective July 27, 2013