



To the Honorable Commissioner of Patents

101533993

and the attached original documents or copy thereof.

1. Name of conveying party(ies):

TLC EDUCATION PROPERTIES, LLC**500 Redwood Boulevard****Novato, CA 94947**

11-7-00

- ☐ Individuals(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other a **DE LIMITED LIABILITY COMPANY**

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ **Security Agreement** ☐ Change of Name
☐ Other

Execution Date: **October 18, 2000**

2. Name and address of receiving party(ies)

Name: **FOOTHILL CAPITAL****CORPORATION, AS AGENT**

Internal Address:

Street Address: **2450 Colorado Ave.,
#3000W**City: **Santa Monica** State: **California** ZIP: **90404**

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State **California**
☐ Other

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)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

ELanguage (Serial #75/096,802)

B. Trademark Registration No.(s)

Active Mind Series (Reg. #2,234,955)Additional numbers attached? ☒ Yes ☐ No

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

Mr. Sigi HinojosaName: **Buchalter, Nemer, Fields & Younger**

Internal Address: _____

Street Address: **601 South Figueroa Street, 24th Floor**City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) \$ **3070.00**

- ☐ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of *my knowledge and belief*, the foregoing information is true and correct and any attached copy is a true copy of the original document.**MR. SIGI HINOJOSA**

Name of Person Signing

Signature

October 27, 2000

Date

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

R&M Draft
 10/27/00 10:52:48 AM
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Mattel, Inc. Trademarks Assigned to TLC Education Properties, LLC

Trademark/ Service Mark	Registration Date	Registration Number
1ST GRADE SUCCESS STARTER	3/23/99	2,234,955
ACTIVE MIND SERIES	7/15/97	2,078,845
ADVENTURES OF NIKKO, THE	2/11/97	2,037,428
AFRICA TRAIL	10/8/96	2,007,125
AMAZING WRITING MACHINE, THE	4/23/96	1,969,945
AMAZON TRAIL, THE	8/16/94	1,850,384
ANCIENT EMPIRES	11/3/92	1,729,597
BACKYARD, THE	6/6/95	1,898,022
BUMBLE GAMES	10/16/84	1,300,346
CARMEN SANDIEGO CONNECTION	12/22/98	2,212,991
CARMEN SANDIEGO JUNIOR DETECTIVE EDITION	10/8/96	2,007,255
CARMEN SANDIEGO WORD DETECTIVE	12/28/99	2,304,536
CHILDREN'S WRITING AND PUBLISHING CENTER, THE	12/10/96	2,021,574
CHILDREN'S WRITING AND PUBLISHING CENTER: SPANISH VERSION, THE	6/13/95	1,899,628
CLUEFINDERS, THE	10/12/99	2,286,308
COUNTING CRITTERS	3/25/97	2,047,543
CREATIVE WONDERS	3/10/98	2,141,732
DINOPARK TYCOON	1/10/95	1,873,338
DR. QUANDARY	11/17/92	1,733,304
EAGER'S PET SHOW	10/26/99	2,289,282
EXPLORE YELLOWSTONE	7/22/97	2,082,603



EXPLORERS OF THE NEW WORLD	8/25/98	2,185,172
GEOMETRY	5/17/88	1,488,915
GERTRUDE'S PUZZLES	10/16/84	1,300,347
GERTRUDE'S SECRETS	10/16/84	1,300,345
GET SET TO LEARN!	3/3/98	2,140,161
GIZMOS & GADGETS!	12/6/94	1,865,655
GRADE BUILDER	10/12/99	2,286,115
GREEK TUTOR	1/20/98	2,129,991
HARRY AND THE HAUNTED HOUSE	8/20/96	1,994,750
HEBREW TUTOR	12/17/96	2,024,541
INTERACTIVE MATH JOURNEY	6/17/97	2,072,359
INTERACTIVE READING JOURNEY	8/6/96	1,990,761
JAMES DISCOVERS MATH	3/23/99	2,233,893
KINDERGARTEN SUCCESS STARTER	2/23/99	2,226,613
KNOWLEDGE MUNCHERS	6/13/00	2,358,182
LEARNING COMPANY, THE	7/9/85	1,347,323
LET'S START LEARNING!	9/9/97	2,095,713
LITTLE ARK INTERACTIVE	5/9/00	2,348,176
LIVING BOOKS	10/5/93	1,796,822
LIVING BOOKS (& DESIGN)	10/29/96	2,011,414
LOGIC QUEST	7/28/98	2,177,164
LOGICAL JOURNEY OF THE ZOOMBINIS	2/25/97	2,041,387
MARLU & design	8/6/96	1,991,609
MATH MUNCHERS	5/18/99	2,245,681

Trademark/ Registration	Registration Date	Registration Number
MATH RABBIT	5/2/89	1,537,293
MATHKEYS	3/21/95	1,885,562
MAVIS BEACON	6/10/97	2,070,388
MAVIS BEACON TEACHES TYPING!	9/13/88	1,503,670
MECC	11/30/93	1,807,176
MEGA MUNCHERS	3/7/00	2,327,197
MIDNIGHT RESCUE!	8/23/94	1,850,618
MISCELLANEOUS DESIGN (KIDS STUDIO)	7/28/98	2,176,867
MOPTOWN HOTEL	2/5/85	1,317,795
MUSEUM MADNESS	4/2/96	1,965,964
MY OWN PAINT SET	9/29/98	2,192,674
NUMBER MUNCHERS	3/23/99	2,233,137
ODELL DOWN UNDER	10/1/96	2,004,024
OPENING NIGHT	12/17/96	2,024,559
OPERATION NEPTUNE	8/20/96	1,994,321
OREGON TRAIL, THE	5/18/93	1,771,617
ORLY'S DRAW-A-STORY	8/4/98	2,179,142
OUTNUMBERED!	10/9/90	1,616,866
PAINT, WRITE & PLAY!	11/18/97	2,113,982
PLAYROOM, THE	11/5/91	1,663,236
PRACTICE MAKES PERFECT	9/7/99	2,276,281
PRESCHOOL SUCCESS STARTER	3/2/99	2,229,556
READER RABBIT	5/3/87	1,430,966
READER RABBIT 2	8/11/92	1,706,445

READER RABBIT'S KINDERGARTEN	10/6/98	2,194,347
READER RABBIT'S PRESCHOOL	9/22/98	2,191,555
READER RABBIT'S READING DEVELOPMENT LIBRARY	5/19/98	2,159,221
READER RABBIT'S TODDLER	9/22/98	2,191,554
READING GALAXY	9/1/98	2,186,304
SCIENCE TOOLKIT	8/2/88	1,498,380
SKILLS BANK	11/17/92	1,732,691
SKILLS BANK CORNERSTONE	8/1/95	1,909,068
SPACE ODYSSEY	4/30/96	1,970,840
SPARKY THE MATH DOG & design	6/11/96	1,979,299
SPELLICOPTER	7/31/84	1,287,778
STORYBOOK WEAVER	5/4/93	1,769,401
STORYQUESTS	5/13/97	2,061,154
STUDENT WRITING CENTER	1/10/95	1,873,215
SUPER SOLVERS	1/10/95	1,872,342
TEDDY'S BIG DAY	8/22/95	1,914,114
TESSELMANIA!	6/6/95	1,898,056
THINK QUICK!	4/25/89	1,536,268
TITANIUM SEAL	12/27/94	1,870,237
TLC and Design	10/27/98	2,200,440
TLC THE LEARNING COMPANY and Design	7/4/00	2,364,846
TLC THE LEARNING COMPANY FOR GREATER KNOWLEDGE and Design	2/22/00	2,322,090
TREASURE COVE!	1/25/94	1,818,409
TREASURE GALAXY!	3/5/96	1,960,866

TREASURE MATHSTORM!	4/19/94	1,832,011
TREASURE MOUNTAIN!	9/20/94	1,854,540
TREASURE SEEKERS	3/2/99	2,228,221
TREEHOUSE, THE	5/11/93	1,769,815
TRIVIA MUNCHERS	5/18/99	2,245,677
TROGGLE TROUBLE (for Math)	12/26/95	1,944,381
ULTIMATE WRITING & CREATIVITY CENTER	7/8/97	2,077,963
VROOMBOOKS	12/5/95	1,939,364
VROOMBOOKS	11/14/95	1,935,027
VROOMBOOKS logo	1/10/95	1,873,183
WHERE IN THE U.S.A. IS CARMEN SANDIEGO?	4/5/88	1,483,655
WHERE IN THE U.S.A. IS CARMEN SANDIEGO? DELUXE	12/20/94	1,868,463
WHERE IN THE WORLD IS CARMEN SANDIEGO?	2/18/86	1,383,516
WHERE IN THE WORLD IS CARMEN SANDIEGO?	6/9/98	2,163,949
WHERE IN THE WORLD IS CARMEN SANDIEGO?	8/12/97	2,087,438
WHERE IN THE WORLD IS CARMEN SANDIEGO?	12/29/98	2,213,937
WHERE IN THE WORLD IS CARMEN SANDIEGO?	2/2/99	2,221,220
WHERE IN THE WORLD IS CARMEN SANDIEGO?	2/16/99	2,223,676
WHERE IN THE WORLD IS CARMEN SANDIEGO? JUNIOR DETECTIVE EDITION	3/19/96	1,963,054
WHERE IN TIME IS CARMEN SANDIEGO?	2/3/98	2,135,018
WHERE IN TIME IS CARMEN SANDIEGO?	7/17/90	1,606,525
WONDERLINK	8/4/98	2,179,230
WORD MUNCHERS	5/11/99	2,244,406
WORDMAZE	7/23/96	1,988,862
WORDQUEST	12/26/95	1,944,560

WRITER RABBIT	5/2/89	1,537,294
WRITING CENTER, THE	9/26/95	1,921,806
YUKON TRAIL, THE	3/5/96	1,960,730

Mattel, Inc. Trademark Applications Assigned to TLC Education Properties, LLC

Trademark Service	Date	Registration Number
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ELANGUAGE	2/7/00	75/096,802
ELANGUAGE	2/7/00	75/913,131
LEARNINGBUDDIES	6/1/99	75/718,198
PIONEER ADVENTURES	12/18/97	75/407,473
SMARTSAVER	4/12/99	75/680,699
VIRTUALTALK	6/16/00	76/071,880

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated as of October 11, 2000, is entered into between TLC EDUCATION PROPERTIES LLC, a Delaware limited liability company ("Debtor"), on the one hand, and FOOTHILL CAPITAL CORPORATION, a California corporation ("Foothill"), in its capacity as agent for the Lenders ("Agent"), on the other hand, in light of the following facts:

A. Agent and one or more financial institutions (collectively, the "Lenders") have entered into that certain Loan and Security Agreement dated as of October 11, 2000 (the "Loan Agreement") with GTG/Wizard, LLC, a Delaware limited liability company ("Parent"), certain of Parent's direct and indirect subsidiaries, including Debtor (such subsidiaries, collectively, the "Borrowers");

B. Debtor is the owner of certain intellectual property, identified below, in which Debtor is granting a security interest to Agent, for the benefit of the Lenders.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1 Definitions. The following terms, as used in this Agreement, have the following meanings:

"Code" means the California Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means:

(i) Each of the trademarks and rights and interests protected as trademarks (including trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(iii) Each of the copyrights and rights and interests capable of being protected as copyrights, which are presently, or in the future may be, owned, authored, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all copyright rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and all tangible property embodying the copyrights (including books, records, films, computer tapes or disks, photographs, specification sheets, source codes, object codes, and other physical manifestations of the foregoing)

(iv) All of Debtor's right, title, and interest in and to the trademarks and trademark registrations listed on Schedule A, attached hereto, as the same may be updated hereafter from time to time;

(v) All of Debtor's right, title, and interest, in and to the patents and patent applications listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;

(vi) All of Debtor's right, title, and interest, in and to the copyrights and copyright registrations listed on Schedule C, attached hereto, as the same may be updated hereafter from time to time;

(vii) All of Debtor's rights to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Agent or the Lender Group for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(viii) All of Debtor's right, title, and interest in all patentable inventions, and rights to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Debtor or in the name of Agent or the Lender Group for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(ix) All of Debtor's rights to register copyright claims under any federal copyright law or regulation of any foreign country and to apply for registrations on original works, compilations, derivative works, collective works, and works for hire, the right (without obligation) to sue in the name of Debtor or in the name of Agent or the Lender Group for past, present, and future infringements of the copyrights, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(x) All of Debtor's right, title and interest in and to the internet domain names listed on Schedule D, attached hereto, as the same may be updated hereafter from time to time;

(xi) All general intangibles relating to the foregoing; and

(xii) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

"Obligations" means all obligations, liabilities, and indebtedness of Debtor to the Lender Group, whether direct, indirect, liquidated, or contingent, and whether arising under this Agreement, the Loan Agreement, any other of the Loan Documents, or otherwise, including all costs and expenses described in Section 11.8 hereof.

1.2 Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the Lender Group or Debtor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Debtor, Agent, and their respective counsel, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Lender Group and Debtor.

2. GRANT OF SECURITY INTEREST.

Debtor hereby grants to Agent, for the benefit of Lenders, a first-priority security interest in all of Debtor's right, title, and interest in and to the Collateral to secure the Obligations.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Debtor hereby represents, warrants, and covenants that:

3.1 Copyrights; Trademarks; Service Marks; Patents; Domain Names.

All material United States patents, patent applications, trademark registrations and applications, copyright registrations and applications, and registered domain names as to which Debtor is the owner are set forth on Schedules A, B, C and D hereto except for such United States patents, patent applications, trademark registrations and applications, copyright registrations and applications, and registered domain names, the absence of which would not reasonably be expected to materially impair the conduct of the business acquired by Debtor (the "Acquisition") in connection with the transactions under the Sale and Purchase Agreement (collectively, the "IP Collateral"). All material United States patents, patent applications, trademark registrations and applications, copyright registrations and applications, and registered domain names as to which

Sale Rule A includes a true and complete listing of all material United States federal and state trademark and service mark registrations and applications owned by Debtor, together with a brief description and certain information in respect of the filing or issuance thereof, except to the extent that the absence of which would not be expected to materially impair the conduct of the business acquired by Debtor in connection with the Acquisition;

Schedule B includes a true and complete listing of all material United States patents and applications owned by Debtor, together with a summary description and certain information respecting the filing or issuance thereof, except for such United States patents and applications the absence of which would not reasonably be expected to materially impair the continued business acquired by Debtor in connection with the Acquisition;

) Schedule C includes a true and complete listing of all material United States federal copyrightations and applications owned by Debtor, together with a summary description and a statement in respect of the filing or issuance thereof, except for such United States copyrightations and applications the absence of which would not reasonably be expected to materially affect the conduct of the business acquired by Debtor in connection with the Acquisi-

) Schedule D includes a true and complete listing of all material United States internet domain registrations owned by Debtor, together with a summary description and certain information respecting the filing or issuance thereof, except for such United States internet domain registrations the absence of which would not reasonably be expected to materially impact or affect the business acquired by Debtor in connection with the Acquisition;

Schedule E includes a true and complete listing of all material United States federal and state trademark and service mark registrations and applications licensed to Debtor, together with a brief description and certain information in respect of the filing or issuance thereof, except unlicensed United States trademark registrations and applications the absence of which least reasonably be expected to materially impair the conduct of the business acquired by or for Debtor in connection with the Acquisition;

) Schedule F includes a true and complete listing of all material United States patents and applications licensed to Debtor, together with a summary description and certain information of the filing or issuance thereof, except for such licensed United States patent applications the absence of which would not reasonably be expected to materially affect the conduct of the business acquired by Debtor in connection with the Acquisition;

(vii) Schedule G includes a true and complete listing of all material United States copyright registrations and applications licensed to Debtor, together with a summary description and certain information in respect of the filing or issuance thereof, except for such licensed United States copyright registrations and applications the absence of which would not reasonably be expected to materially impair the conduct of the business acquired by Debtor in connection with the Acquisition; and,

(viii) Schedule H includes a true and complete listing of all material United States internet domain name registrations licensed to Debtor, together with a summary description and certain information in respect of the filing or issuance thereof, except for such United States internet domain name registrations the absence of which would not reasonably be expected to materially impair the conduct of the business acquired by Debtor in connection with the Acquisition.

3.2 Validity; Enforceability. Each of the copyrights, patents, service marks, trademarks and domain names identified on Schedules A through D, inclusive, are, to the knowledge of Debtor, valid and enforceable, and, other than as disclosed on Schedule 5.1 of the Loan Agreement, Debtor is not presently aware of any material past, present, or prospective claim by any third party that any of its copyrights, patents, service marks, trademarks, or domain names are invalid or unenforceable; or that its use of any copyrights, patents, service marks, trademarks or domain names violates the rights of any third person, or of any basis for any such claims, the absence of which would reasonably be expected to materially impair the conduct of the business acquired by Debtor in connection with the Acquisition.

3.3 Title. Debtor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the copyrights, copyright registrations, patents, patent applications, service marks, service mark registrations, trademarks, trademark registrations and domain names set forth on Schedules A, B, C, and D, free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by Debtor not to sue third persons, the existence of which would reasonably be expected to materially impair the conduct of the business acquired by Debtor in connection with the Acquisition.

3.4 Notice. Debtor has used and will continue to use proper required statutory notice in connection with its use of each of its material copyrights, patents, service marks, trademarks and domain names, the failure of which would reasonably be expected to materially impair the conduct of the business acquired by Debtor in connection with the Acquisition.

3.5 Quality. Debtor has used and will continue to use consistent standards of high quality (which may be substantially consistent with Debtor's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with its service marks and trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of its material service marks and trademarks except where the absence of same would not reasonably be expected to

materially impair the conduct of the business acquired by Debtor in connection with the Acquisition.

3.6 Perfection of Security Interests. Except for the timely filing of the Financing Statements in the locations indicated on the financing statements, and timely filings with the United States Patent and Trademark Office and the United States Copyright Office, all as and to the extent necessary to perfect the security interests in the patents, trademarks and copyrights identified in Schedules A, B C, E, F, and G (collectively, the "Scheduled IP"), and no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant of the security interests by Debtor in the Scheduled IP for the perfection of or exercise by the Lender Group of their rights in and to the Scheduled IP. Except for the timely registration of domain names identified in Schedules D and H with the applicable registrant in the name of Agent, to the knowledge of Debtor, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant of the security interests by Debtor in such domain names, or for the perfection of or exercise by the Lender Group of their rights in and to such domain names.

4. AFTER-ACQUIRED OR DISCOVERED COPYRIGHT, PATENT, SERVICE MARK, TRADEMARK RIGHTS OR DOMAIN NAMES.

If Debtor shall subsequently obtain or discover rights to any new or additional material copyright, service marks, trademarks, domain names, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, except where the absence of such subsequently obtained or discovered rights would not reasonably be expected to materially impair the conduct of the business acquired by Debtor in connection with the Acquisition, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Agent with respect to any such additional material service marks, trademarks, domain names, or patents, or renewal or extension of any service mark or trademark registration, the absence of which, either individually or in the aggregate, would reasonably be expected to materially impair the conduct of the business acquired by Debtor in connection with the Acquisition. Debtor shall bear any expenses incurred in connection with future patent applications or domain names, service mark or trademark registrations.

5. LITIGATION AND PROCEEDINGS.

Debtor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and at its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the material United States patents, patent applications, federal and state trademark registrations and applications, United States Copyright registrations and applications and United States registered domain names, the absence of which would reasonably be expected to materially impair the conduct of the business acquired by Debtor (collectively, the "Material IP"). Debtor shall provide to Agent any information with respect to the Material IP reasonably

requested by Agent. Agent shall provide at Debtor's expense all reasonably necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Debtor's becoming aware thereof, Debtor shall notify Agent of the institution of, or any adverse determination in, any proceeding in or involving the United States Patent and Trademark Office, the United States Copyright Office, the registrar of any domain name, or any United States, state, or foreign court regarding Debtor's claim of ownership in any of the Material IP, or its right to apply for the same, or its right to keep and maintain such Material IP, as to all of the foregoing the absence of which would reasonably be expected to materially impair the conduct of the business acquired by Debtor in connection with the Acquisition.

6. POWER OF ATTORNEY.

Debtor grants Agent power of attorney, having the full authority, and in the place of Debtor and in the name of Debtor, from time to time following an Event of Default in Agent's discretion, to take any reasonable action and to execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of this Agreement: to endorse Debtor's name on all applications, documents, papers, and instruments necessary for the Lender Group to use or maintain the IP Collateral; to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the IP Collateral ; to file any claims or take any action or institute any proceedings that the Lender Group may deem necessary or desirable for the collection of any of the IP Collateral or otherwise to enforce the Lender Group's rights with respect to any of the IP Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of IP the Collateral to any person.

7. RIGHT TO INSPECT.

Debtor grants to the Lender Group and their employees and agents the right to visit Debtor's plants and facilities which manufacture, inspect, or store products sold under any of the patents or trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. So long as no Event of Default has occurred and is continuing, the Lender Group shall provide Debtor reasonable notice of any such inspection and shall not be entitled to conduct any such inspection more frequently as to any particular plant or facility than Agent reasonably believes is necessary.

8. EVENTS OF DEFAULT.

Any of the following events shall be an Event of Default:

8.1 Loan Agreement. An Event of Default shall occur as defined in the Loan Agreement;

8.2 Misrepresentation. Any material representation or warranty made herein by Debtor or in any document furnished to the Lender Group by Debtor under this Agreement is incorrect in any material respect when made or when reaffirmed; and

8.3 Breach. Debtor fails to observe or perform any covenant, condition, or agreement to be observed or performed pursuant to the terms hereof which materially and adversely affects the Lender Group.

9. SPECIFIC REMEDIES.

Upon the occurrence of any Event of Default, the Lender Group shall have, in addition to, other rights given by law or in this Agreement, the Loan Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

9.1 Notification. The Lender Group may notify licensees to make royalty payments on license agreements directly to the Lender Group;

9.2 Sale. The Lender Group may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as the Lender Group deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Debtor five days prior to such disposition. Debtor shall be credited with the net proceeds of such sale only when they are actually received by the Lender Group, and Debtor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, the Lender Group shall also give notice of the time and place by publishing a notice one time at least five days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held. To the maximum extent permitted by applicable law, the Lender Group may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by the Lender Group at such sale.

10. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA OR, AT THE SOLE OPTION OF THE LENDER GROUP, IN ANY OTHER COURT IN WHICH THE LENDER GROUP SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. EACH OF DEBTOR AND THE LENDER GROUP WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE

shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

11.8 Fees and Expenses. Debtor shall pay to Agent on demand all costs and expenses that Agent pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Agent; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement or other instruments or notices at the United States Patent and Trademark Office, the United States Copyright Office, any domain name registrar or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Debtor under this Agreement that Debtor fails to pay or take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against the Lender Group arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement or the Loan Documents regarding costs and expenses to be paid by Debtor. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of such attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.

11.9 Notices. Except as otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the provisions of Section 12 of the Loan Agreement.

11.10 Termination By Agent. After termination of the Loan Agreement and any obligation of the Lender Group to extend credit thereunder, and when the Lender Group has received payment and performance, in full, of all Obligations or otherwise provided in Section 4.8 of the Loan Agreement, Agent shall execute and deliver to Debtor a termination of all of the security interests granted by Debtor hereunder.

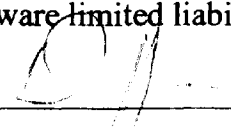
11.11 Integration. This Agreement, together with the other Loan Documents, reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

FOOTHILL CAPITAL CORPORATION,
a California corporation, as Agent

By: 
Title: _____

TLC EDUCATIONAL PROPERTIES LLC,
a Delaware limited liability company

By: 
Title: _____

Mattel, Inc. Trademarks Assigned to TLC Education Properties, LLC

Trademark/ Service mark	Registration Date	Registration Number
1ST GRADE SUCCESS STARTER	3/23/99	2,234,955
ACTIVE MIND SERIES	7/15/97	2,078,845
ADVENTURES OF NIKKO, THE	2/11/97	2,037,428
AFRICA TRAIL	10/8/96	2,007,125
AMAZING WRITING MACHINE, THE	4/23/96	1,969,945
AMAZON TRAIL, THE	8/16/94	1,850,384
ANCIENT EMPIRES	11/3/92	1,729,597
BACKYARD, THE	6/6/95	1,898,022
BUMBLE GAMES	10/16/84	1,300,346
CARMEN SANDIEGO CONNECTION	12/22/98	2,212,991
CARMEN SANDIEGO JUNIOR DETECTIVE EDITION	10/8/96	2,007,255
CARMEN SANDIEGO WORD DETECTIVE	12/28/99	2,304,536
CHILDREN'S WRITING AND PUBLISHING CENTER, THE	12/10/96	2,021,574
CHILDREN'S WRITING AND PUBLISHING CENTER: SPANISH VERSION, THE	6/13/95	1,899,628
CLUEFINDERS, THE	10/12/99	2,286,308
COUNTING CRITTERS	3/25/97	2,047,543
CREATIVE WONDERS	3/10/98	2,141,732
DINOPARK TYCOON	1/10/95	1,873,338
DR. QUANDARY	11/17/92	1,733,304
EAGER'S PET SHOW	10/26/99	2,289,282
EXPLORE YELLOWSTONE	7/22/97	2,082,603

Trademark/ Service mark	Registration Date	Registration Number
EXPLORERS OF THE NEW WORLD	8/25/98	2,185,172
GEOMETRY	5/17/88	1,488,915
GERTRUDE'S PUZZLES	10/16/84	1,300,347
GERTRUDE'S SECRETS	10/16/84	1,300,345
GET SET TO LEARN!	3/3/98	2,140,161
GIZMOS & GADGETS!	12/6/94	1,865,655
GRADE BUILDER	10/12/99	2,286,115
GREEK TUTOR	1/20/98	2,129,991
HARRY AND THE HAUNTED HOUSE	8/20/96	1,994,750
HEBREW TUTOR	12/17/96	2,024,541
INTERACTIVE MATH JOURNEY	6/17/97	2,072,359
INTERACTIVE READING JOURNEY	8/6/96	1,990,761
JAMES DISCOVERS MATH	3/23/99	2,233,893
KINDERGARTEN SUCCESS STARTER	2/23/99	2,226,613
KNOWLEDGE MUNCHERS	6/13/00	2,358,182
LEARNING COMPANY, THE	7/9/85	1,347,323
LET'S START LEARNING!	9/9/97	2,095,713
LITTLE ARK INTERACTIVE	5/9/00	2,348,176
LIVING BOOKS	10/5/93	1,796,822
LIVING BOOKS (& DESIGN)	10/29/96	2,011,414
LOGIC QUEST	7/28/98	2,177,164
LOGICAL JOURNEY OF THE ZOOMBINIS	2/25/97	2,041,387
MARLU & design	8/6/96	1,991,609
MATH MUNCHERS	5/18/99	2,245,681

Trademark/ Service mark	Registration Date	Registration Number
MATH RABBIT	5/2/89	1,537,293
MATHKEYS	3/21/95	1,885,562
MAVIS BEACON	6/10/97	2,070,388
MAVIS BEACON TEACHES TYPING!	9/13/88	1,503,670
MECC	11/30/93	1,807,176
MEGA MUNCHERS	3/7/00	2,327,197
MIDNIGHT RESCUE!	8/23/94	1,850,618
MISCELLANEOUS DESIGN (KIDS STUDIO)	7/28/98	2,176,867
MOPTOWN HOTEL	2/5/85	1,317,795
MUSEUM MADNESS	4/2/96	1,965,964
MY OWN PAINT SET	9/29/98	2,192,674
NUMBER MUNCHERS	3/23/99	2,233,137
ODELL DOWN UNDER	10/1/96	2,004,024
OPENING NIGHT	12/17/96	2,024,559
OPERATION NEPTUNE	8/20/96	1,994,321
OREGON TRAIL, THE	5/18/93	1,771,617
ORLY'S DRAW-A-STORY	8/4/98	2,179,142
OUTNUMBERED!	10/9/90	1,616,866
PAINT, WRITE & PLAY!	11/18/97	2,113,982
PLAYROOM, THE	11/5/91	1,663,236
PRACTICE MAKES PERFECT	9/7/99	2,276,281
PRESCHOOL SUCCESS STARTER	3/2/99	2,229,556
READER RABBIT	5/3/87	1,430,966
READER RABBIT 2	8/11/92	1,706,445

Trademark/ Service mark	Registration Date	Registration Number
READER RABBIT'S KINDERGARTEN	10/6/98	2,194,347
READER RABBIT'S PRE SCHOOL	9/22/98	2,191,555
READER RABBIT'S READING DEVELOPMENT LIBRARY	5/19/98	2,159,221
READER RABBIT'S TODDLER	9/22/98	2,191,554
READING GALAXY	9/1/98	2,186,304
SCIENCE TOOLKIT	8/2/88	1,498,380
SKILLS BANK	11/17/92	1,732,691
SKILLS BANK CORNERSTONE	8/1/95	1,909,068
SPACE ODYSSEY	4/30/96	1,970,840
SPARKY THE MATH DOG & design	6/11/96	1,979,299
SPELLICOPTER	7/31/84	1,287,778
STORYBOOK WEAVER	5/4/93	1,769,401
STORYQUESTS	5/13/97	2,061,154
STUDENT WRITING CENTER	1/10/95	1,873,215
SUPER SOLVERS	1/10/95	1,872,342
TEDDY'S BIG DAY	8/22/95	1,914,114
TESSELMANIA!	6/6/95	1,898,056
THINK QUICK!	4/25/89	1,536,268
TITANIUM SEAL	12/27/94	1,870,237
TLC and Design	10/27/98	2,200,440
TLC THE LEARNING COMPANY and Design	7/4/00	2,364,846
TLC THE LEARNING COMPANY FOR GREATER KNOWLEDGE and Design	2/22/00	2,322,090
TREASURE COVE!	1/25/94	1,818,409
TREASURE GALAXY!	3/5/96	1,960,866

Trademark/ Service mark	Registration Date	Registration Number
TREASURE MATHSTORM!	4/19/94	1,832,011
TREASURE MOUNTAIN!	9/20/94	1,854,540
TREASURE SEEKERS	3/2/99	2,228,221
TREEHOUSE, THE	5/11/93	1,769,815
TRIVIA MUNCHERS	5/18/99	2,245,677
TROGGLE TROUBLE (for Math)	12/26/95	1,944,381
ULTIMATE WRITING & CREATIVITY CENTER	7/8/97	2,077,963
VROOMBOOKS	12/5/95	1,939,364
VROOMBOOKS	11/14/95	1,935,027
VROOMBOOKS logo	1/10/95	1,873,183
WHERE IN THE U.S.A. IS CARMEN SANDIEGO?	4/5/88	1,483,655
WHERE IN THE U.S.A. IS CARMEN SANDIEGO? DELUXE	12/20/94	1,868,463
WHERE IN THE WORLD IS CARMEN SANDIEGO?	2/18/86	1,383,516
WHERE IN THE WORLD IS CARMEN SANDIEGO?	6/9/98	2,163,949
WHERE IN THE WORLD IS CARMEN SANDIEGO?	8/12/97	2,087,438
WHERE IN THE WORLD IS CARMEN SANDIEGO?	12/29/98	2,213,937
WHERE IN THE WORLD IS CARMEN SANDIEGO?	2/2/99	2,221,220
WHERE IN THE WORLD IS CARMEN SANDIEGO?	2/16/99	2,223,676
WHERE IN THE WORLD IS CARMEN SANDIEGO? JUNIOR DETECTIVE EDITION	3/19/96	1,963,054
WHERE IN TIME IS CARMEN SANDIEGO?	2/3/98	2,135,018
WHERE IN TIME IS CARMEN SANDIEGO?	7/17/90	1,606,525
WONDERLINK	8/4/98	2,179,230
WORD MUNCHERS	5/11/99	2,244,406
WORDMAZE	7/23/96	1,988,862
WORDQUEST	12/26/95	1,944,560

Trademark/ Service mark	Registration Date	Registration Number
WRITER RABBIT	5/2/89	1,537,294
WRITING CENTER, THE	9/26/95	1,921,806
YUKON TRAIL, THE	3/5/96	1,960,730

Mattel, Inc. Trademark Applications Assigned to TLC Education Properties, LLC

Trademark/ Service mark	Filing Date	Application Number
ELANGUAGE	2/7/00	75/096,802
ELANGUAGE	2/7/00	75/913,131
LEARNINGBUDDIES	6/1/99	75/718,198
PIONEER ADVENTURES	12/18/97	75/407,473
SMARTSAVER	4/12/99	75/680,699
VIRTUALTALK	6/16/00	76/071,880

Mattel, Inc. Copyrights Assigned to TLC Education Properties, LLC

	Registration Date	Registration No.
Adventures of the Time Taxi	11/27/85	PA 286 822
Alphabet Zoo*--+	7/12/85	PA 259 037
Amazing Arithmetricks	4/1/94	TX 627 167
Amazon Trail 3rd Edition: Rainforest Adventures	9/25/98	PA 910 383
Amazon Trail II	3/17/98	PA 886 145
Amazon Trail, The	4/22/94	TX 3 848 127
American Girls Premiere, The	11/17/97	PA 869 641
American Girls Premiere, The: 2nd Edition	9/25/98	PA 910 355
Ancient Empires Manual	10/22/90	TX 3 252 748
Art Lesson, The	3/17/98	PA 885 159
BASE, Basic Academic Skills For Employment	3/2/89	TX 3 303 494
Berlitz Passport to 31 Languages	5/14/99	PA 881 730
Big Anthony's Mixed-Up Magic	12/15/93	PA 726 117
Big Science Ideas Systems, school edition	8/14/97	TX 4 582 744
Bluegrass Bluff	4/22/94	TX 3 848 125
Bumble Games	7/23/85	TX 1 637 907
Bumble Games	6/1/87	TX 2 084 818
Bumble Games Manual		TX 2 219 567
Bumble Games Teacher Manual	3/31/89	TX 2 538 380
Bumble Games User's Manual	6/1/87	TX 2 086 312
Bumble Plot	7/9/85	TX 1 659 234
Bumble Plot	6/1/87	TX 2 083 984
Bumble Plot User's Manual	6/1/87	TX 2 089 016
Canada GeoGraph II	4/27/95	TX 4 018 854
Cavity Busters	8/25/94	TX 3 873 093
Children's Bible Stories (Compton's)	8/8/97	TX 4 571 438
Children's Writing and Publishing Center User's Manual	3/31/89	TX 2 531 668
Cleanwater Detectives	8/25/94	TX 3 879 021
Close Encounters of the Math Kind	11/27/85	PA 286 820
Clue Finders 5th Grade Adventures, The	8/23/99	PA 954 472
ClueFinders' 3rd Grade Adventures, The	3/17/98	PA 886 454
ClueFinders' 4th Grade Adventures, The	7/17/98	PA 903 411
ClueFinders' Math Ages 9-12, The	11/3/98	PA 923 364
Companion Programs	1/18/94	TX 3 722 490
Compass Language Series	6/17/91	TX 3 108 426
Compass Reading Series	6/17/91	TX 3 110 563
Compton's Learning: Score Builder for the SAT, PSAT & ACT, v.1.0	8/23/99	PA 954 471

CornerStone Language Arts	11/12/98	PA 923 337
CornerStone Mathematics	11/12/98	PA 923 339
CornerStone Mathematics	11/3/98	PA 923 367
CornerStone Reading Vocabulary	11/3/98	PA 923 363
DinoPark Tycoon	4/27/95	TX 4 018 853
DinoPark Tycoon	4/22/94	TX 3 834 532
Dr. Livingstone, I Presume?	11/8/94	TX 3 923 415
Dueling Digits	4/1/94	TX 627 258
Eerieville Library	4/1/94	TX 627 155
Electrifying Adventures	4/1/94	TX 627 293
Estimation Activities	8/25/94	TX 3 879 024
Estimation Strategies	8/25/94	TX 3 879 023
Exploring Sequences and Series	4/1/94	TX 627 254
Fish School	4/1/94	TX 627 058
Fossil Hunter	9/23/94	TX 3 955 887
Fraction Munchers	11/30/92	TX 3 464 320
French Tense Tutor	9/3/91	TX 3 141 927
Geometric Golfer	11/30/92	TX 3 464 312
Gertrude's		TX 2 564 878
Gertrude's Puzzles	6/29/87	TX 2 184 852
Gertrude's Puzzles		TX 1 766 259
Gertrude's Puzzles	7/9/85	TX 1 659 232
Gertrude's Puzzles Teacher Manual		TX 2 510 260
Gertrude's Puzzles Teacher Materials	2/14/89	TX 2 507 260
Gertrude's Puzzles User's Manual	6/26/87	TX 2 117 663
Gertrude's Secrets	7/9/85	TX 1 659 233
Gertrude's Secrets	6/26/87	TX 2 286 681
Gertrude's Secrets - C64	4/13/89	TX 2 546 878
Gertrude's Secrets Teacher Materials	2/14/89	TX 2 510 998
Gertrude's Secrets User's Manual	6/29/87	TX 2 132 522
Grade Builder: Algebra I	10/24/97	PA 842 143
Grammar Gazette	8/25/94	TX 3 873 092
Grammar Gobble	8/25/94	TX 3 873 099
Grammar Madness	4/1/94	TX 627 059
Grammar Monsters	8/25/94	TX 3 879 022
Hablemos Ingles	12/30/97	PA 875 069
Hey, Diddle Diddle	4/17/84	PA 240 674
In Search of the Most Amazing Thing	4/16/84	PA 240 690
Interactive Math Journey	8/20/96	PA 820 093
Juggles Rainbow	6/1/87	TX 2 084 603
Juggles' Rainbow	7/9/85	TX 1 659 235
Juggles Rainbow Manual	6/1/87	TX 2 086 311

	Registration	Registration
Kids on Keys	4/20/84	PA 240 689
Kindercomp	4/16/84	PA 240 688
Leap Ahead! 1st Grade Ages 5-7	4/29/99	PA 881 717
Leap Ahead! 2nd Grade Ages 6-8	4/29/99	PA 881 719
Leap Ahead! 3rd Grade Ages 7-9	4/29/99	PA 881 715
Leap Ahead! Math Ages 6-9	4/29/99	PA 881 718
Leap Ahead! Phonics Ages 4-7	5/14/99	PA 941 825
Leap Ahead! Preschool Ages 2-5	4/29/99	PA 881 716
Leap Ahead! Reading Ages 6-11	6/16/99	PA 951 793
Learn To Speak English	12/30/97	PA 875 070
Learn To Speak French	9/3/91	TX 3 141 928
Learn To Speak French	12/30/97	PA 875 068
Learn To Speak German	11/13/96	PA 826 700
Learn To Speak Spanish	9/3/91	TX 3 141 926
Learn To Speak Spanish	12/30/97	PA 875 067
Lewis & Clark Stayed Home	8/25/94	TX 3 879 107
Littletown Zoo	4/1/94	TX 627 259
Living Cell, The	8/25/94	TX 3 873 098
Logic Quest	8/19/97	PA 868 900
Magic Spells	4/10/89	TX 2 564 919
Magic Spells	6/20/88	TX 2 418 553
Magic Spells	7/9/85	TX 1 659 250
Magic Spells	7/9/82	TX 979 644
Magic Spells Manual	6/24/88	TX 2 406 101
Magic Spells Teacher Materials	3/31/89	TX 2 540 048
Math Rabbit	11/8/91	TX 3 211 056
Math Rabbit	4/3/89	TX 2 540 696
Math Rabbit	8/15/96	PA 818 168
Math Rabbit	8/20/96	PA 820 086
Math Rabbit	8/29/97	PA 868 903
Math Rabbit	9/14/90	TX 2 933 135
Math Rabbit Manual	9/14/90	TX 3 045 331
Math Rabbit Teacher Materials	3/30/89	TX 2 538 827
Math Rabbit User's Manual	3/31/89	TX 2 534 623
MathKeys, Unlocking Probability I, grades K-2, school edition	8/5/97	TX 4 627 017
MathKeys, Unlocking Probability II, grades 3-6, school edition	8/5/97	TX 4 627 018
MECC Site License Utility	4/27/95	TX 4 067 330
Midnight Rescue (User's Guide)	9/14/90	TX 2 916 257
Midnight Rescue (User's Guide)	9/14/90	TX 2 974 185
Midnight Rescue!	9/14/90	TX 3 038 709
Midnight Rescue!	9/14/90	TX 2 933 116
Moptown	7/9/82	TX 979 643

		Registration
Moptown Hotel Teachers Manual	6/20/88	TX 2 448 084
Moptown Hotel*	7/9/85	TX 1 659 230
Moptown Parade	7/9/85	TX 1 659 249
Moptown Parade Teacher Material	3/31/89	TX 2 835 160
My Own Paint Set	2/18/97	VA 855 469
Number Jumpers	8/25/94	TX 3 873 091
Number Munchers	6/9/92	TX 3 341 247
Number Munchers	6/8/92	TX 3 345 852
Number Munchers	6/4/92	TX 3 355 238
Nutrition Nabber	4/1/94	TX 627 008
Odell Down Under	4/22/94	TX 3 848 123
Odell Down Under	5/15/95	TX 4 050 761
Operation Neptune	8/15/96	PA 807 942
Oregon (Documentation and Computer Program)	10/25/79	TX 352 726
Oregon Trail	2/4/92	TX 536 606
Oregon Trail	9/3/92	TX 3 550 142
Oregon Trail	5/26/92	TX 3 384 656
Oregon Trail 3rd Edition: Pioneer Adventures	12/23/97	PA 876 393
Oregon Trail II	5/17/95	PA 726 231
OutNumbered!	9/14/90	TX 2 982 945
OutNumbered!	11/8/91	TX 3 209 264
OutNumbered!	11/8/91	TX 3 217 005
OutNumbered!	9/17/90	TX 2 974 184
Paint, Write & Play!	2/18/97	VA 842 282
Parlons Anglais	11/13/96	PA 826 703
PATCH C Source	7/29/86	TX 1 885 160
Picture a Story	8/25/94	TX 3 873 090
Practice Makes Perfect Spanish	11/13/96	PA 826 697
Presidential Inquiry	9/25/92	TX 3 436 398
Problem Solving with Nim	8/25/94	TX 3 873 102
Reader Rabbit	2/14/89	TX 2 506 791
Reader Rabbit	4/11/89	TX 2 540 606
Reader Rabbit	3/31/89	TX 2 542 255
Reader Rabbit	9/14/90	TX 2 930 114
Reader Rabbit	9/14/90	TX 974 248
Reader Rabbit & Friends: Let's Start Learning!	8/20/96	PA 820 127
Reader Rabbit & Friends: Let's Start Learning!	11/13/96	PA 826 699
Reader Rabbit 1	8/8/97	TX 4 571 440
Reader Rabbit 1 Deluxe!	11/13/96	PA 826 721
Reader Rabbit 2 Deluxe!	8/20/96	PA 820 092
Reader Rabbit 3	8/20/96	PA 818 167
Reader Rabbit 3 Deluxe!	8/20/96	PA 820 087

	Revision	Registration No.
Reader Rabbit Manual	2/13/89	TX 2 599 691
Reader Rabbit Playtime For Baby	8/23/99	PA 965-505
Reader Rabbit Presents Math Journey for Grades 1-3	3/17/98	PA 886 456
Reader Rabbit Teacher Manual	2/14/89	TX 2 510 996
Reader Rabbit's 1st Grade	3/17/98	PA 886 146
Reader Rabbit's 2nd Grade	4/6/98	PA 905 182
Reader Rabbit's Complete Learn To Read System	4/29/99	PA 881 723
Reader Rabbit's Interactive Reading Journey	8/16/96	PA 820 128
Reader Rabbit's Interactive Reading Journey	11/13/96	PA 826 704
Reader Rabbit's Interactive Reading Journey 2	11/13/96	PA 826 708
Reader Rabbit's Interactive Reading Journey for Grades 1-2	3/17/98	PA 886 458
Reader Rabbit's Interactive Reading Journey for Grades K-1	3/17/98	PA 886 457
Reader Rabbit's Kindergarten	8/19/97	PA 868 904
Reader Rabbit's Math 1	3/17/98	PA 886 455
Reader Rabbit's Math Ages 4-6	11/3/98	PA 923 365
Reader Rabbit's Math Ages 6-9	11/3/98	PA 923 343
Reader Rabbit's Preschool	8/29/97	PA 868 897
Reader Rabbit's Preschool	9/25/98	PA 910 365
Reader Rabbit's Reading 2	11/10/97	PA 842 116
Reader Rabbit's Reading Ages 4-6	11/3/98	PA 923 366
Reader Rabbit's Reading Ages 6-9	11/3/98	PA 923 353
Reader Rabbit's Ready For Letters	10/24/97	PA 842 124
Reader Rabbit's Toddler	8/11/97	TX 4 571 439
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