

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320319

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A. DAIGGER and Company, Incorporated		10/09/2014	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn, 22nd Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	NATIONAL ASSOCIATION: BANK: UNITED STATES		
PROPERTY NUMBERS Total: 72			
Property Type	Number	Word Mark	
Registration Number:	4225185	CORE PD	
Registration Number:	3320695	COUNTEN	
Registration Number:	3833098	CPW	
Registration Number:	1392358	CUISENAIRE	
Registration Number:	2868015	DECADOTS	
Registration Number:	2048827	DECIMALMODS	
Registration Number:	1909977	DISCOVERY BLOCKS	
Registration Number:	0899601	ETA	
Registration Number:	2287040	ETA	
Registration Number:	3208721	ETA CUISENAIRE	
Registration Number:	3638426	ETA CUISENAIRE	
Registration Number:	2813207	FIGURO	
Registration Number:	2990279	FRACTIONWORKS	
Registration Number:	3225996	GEOCONNECTORS	
Registration Number:	2871873	GEOFIGURO	
Registration Number:	2806198	GEOSOLIDS	
Registration Number:	4358951	HAND2 MIND	
Registration Number:	4008519	HOME TEAM ADVANTAGE	
Registration Number:	2925911	INFOTREK	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	1347676	LEARNING ABOUT...
Registration Number:	3092348	LEARNING PLACE
Registration Number:	2618156	LINK-ITS
Registration Number:	1882181	MANIPULITE
Registration Number:	1913270	MANIPULITE
Registration Number:	3015114	MATH RODS
Registration Number:	2735363	MEASUREWORKS
Registration Number:	1392341	
Registration Number:	3916904	MY BOOK OF BOOKS
Registration Number:	2706447	'N' LITERATURE
Registration Number:	3616909	PATHS TO PROBLEM SOLVING
Registration Number:	2699760	PENTABLOCKS
Registration Number:	1775347	POPCUBES
Registration Number:	2582118	POWER SOLIDS
Registration Number:	3102120	READING MENTOR
Registration Number:	2462741	READING RODS
Registration Number:	2256378	THE BIG E
Registration Number:	2531902	READING RODS
Registration Number:	2892326	RELATIONAL GEOSOLIDS
Registration Number:	2811822	SCOOTERS
Registration Number:	2749475	SNAP CUBES
Registration Number:	3636150	STANDARDSLINK
Registration Number:	3246855	STARLIT
Registration Number:	3104915	STORY SURFERS
Registration Number:	3914716	SUMMER STARS
Registration Number:	2872604	SUN SPROUTS
Registration Number:	2699761	TANTALIZERS
Registration Number:	2222435	TESSELTILES
Registration Number:	3393015	THE FIRST SOURCE
Registration Number:	2133913	THE SUPER SOURCE
Registration Number:	2918121	THINK 'N' SHARE
Registration Number:	1111779	VERSA TILES
Registration Number:	2376133	VERSA TILES
Registration Number:	4404417	VERSAMATE
Registration Number:	1566431	PEACEFUL WARRIOR
Registration Number:	2828629	VERSATIMER
Registration Number:	2598020	VERSATOTE
Registration Number:	3206866	VISTAS DEL MUNDO
Registration Number:	2814187	WHIRLY TWIRLY STORIES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3018756	WORLDSCAPES
Registration Number:	3623875	WRITING DESTINATIONS
Registration Number:	3458902	AVITROLAB
Registration Number:	2120778	DAIGGER
Registration Number:	3446376	EXCELLERON
Registration Number:	2754218	GENSKIN
Registration Number:	4217651	LABGENIUS
Serial Number:	85576546	ETA HAND2 MIND
Serial Number:	86357703	HERE, THERE & EVERYWHERE
Serial Number:	86356371	PAM THE RACCOON
Serial Number:	86356637	PAM'S CAMPING GEAR
Serial Number:	86356391	RON THE ARMADILLO
Serial Number:	86186003	STEM IN ACTION
Serial Number:	86363217	WOBBLETOP SHAKE TABLE

CORRESPONDENCE DATA

Fax Number: 2127557306

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: 212.326.3939

Email: NYTEF@JONESDAY.COM

Correspondent Name: Nathan J. Hoepfner

Address Line 1: 222 East 41 Street

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	080461-010085
NAME OF SUBMITTER:	Nathan J. Hoepfner
SIGNATURE:	/Nathan J. Hoepfner/
DATE SIGNED:	10/16/2014

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 9, 2014, is made by A. Daigger and Company, Inc., an Illinois corporation ("Grantor"), in favor of JPMorgan Chase Bank, N.A., in its capacity as administrative agent ("Agent") for the lenders party to the Credit Agreement referred to below.

WHEREAS, Grantor owns the Trademarks (as defined in the Security Agreement) listed on Schedule 1 annexed hereto and is a party to the Licenses (as defined in the Security Agreement) with respect to Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Credit Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement) among Grantor, the other Loan Parties party thereto, the financial institutions party thereto from time to time and Agent;

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Security Agreement") among Grantor, the other grantors party thereto and Agent, for and on behalf of the Secured Parties (in such capacity, together with its successors pursuant to the terms of such Security Agreement, "Grantee"), Grantor has granted to Grantee a continuing security interest in all of its Collateral, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(a) each Trademark (as defined in the Security Agreement) owned by Grantor, including, without limitation, each Trademark registration and application listed on Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(b) each License (as defined in the Security Agreement) to which Grantor is a party with respect to any Trademarks; and

(c) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark listed on Schedule 1 hereto, or

licensed by Grantor under any License with respect to any Trademark, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to its security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Security Agreement, the Security Agreement will control.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

A. DAIGGER AND COMPANY,
INCORPORATED, as Grantor

By: 

Name: Edward Stassen

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005382 FRAME: 0573

ACKNOWLEDGED:

JPMORGAN CHASE BANK, N.A., as
Grantee

By: *Barbara Payne*
Name: *Barbara Payne*
Title: *Authorized Officer*

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005382 FRAME: 0574

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Registration Number	Registration Date
CORE PD	USA	4225185	10/16/2012
COUNTEN	USA	3320695	10/23/2007
CPW	USA	3833098	8/10/2010
CUISENAIRE	USA	1392358	5/6/1986
DECADOTS	USA	2868015	7/27/2004
DECIMALMODS	USA	2048827	4/1/1997
DISCOVERY BLOCKS	USA	1909977	8/8/1995
ETA	USA	899601	9/29/1970
ETA (Stylized)	USA	2287040	10/19/1999
ETA CUISENAIRE	USA	3208721	2/13/2007
ETA CUISENAIRE AND DESIGN	USA	3638426	6/16/2009
FIGURO	USA	2813207	2/10/2004
FRACTIONWORKS	USA	2990279	8/30/2005
GEOCONNECTORS	USA	3225996	4/3/2007
GEOFIGURO	USA	2871873	8/10/2004
GEOSOLIDS	USA	2806198	1/20/2004
HAND2MIND	USA	4358951	6/25/2013

Mark	Jurisdiction	Registration Number	Registration Date
HOME TEAM ADVANTAGE	USA	4008519	8/9/2011
INFOTREK	USA	2925911	2/8/2005
LEARNING ABOUT...	USA	1347676	7/9/1985
LEARNING PLACE AND DESIGN	USA	3092348	5/16/2006
LINK-ITS	USA	2618156	9/10/2002
MANIPULITE	USA	1882181	3/7/1995
MANIPULITE & DESIGN	USA	1913270	8/22/1995
MATH RODS	USA	3015114	11/15/2005
MEASUREWORKS	USA	2735363	7/8/2003
MISCELLANEOUS DESIGN (Color Sequence Rod)	USA	1392341	5/6/1986
MY BOOK OF BOOKS	USA	3916904	2/8/2011
'N' LITERATURE	USA	2706447	4/15/2003
PATHS TO PROBLEM SOLVING	USA	3616909	5/5/2009
PENTABLOCKS	USA	2699760	3/25/2003
POPCUBES	USA	1775347	6/8/1993
POWER SOLIDS	USA	2582118	6/18/2002
READING MENTOR	USA	3102120	6/6/2006
READING RODS	USA	2462741	6/19/2001
READING RODS AND DESIGN	USA	2256378	6/15/2001
READING RODS AND DESIGN	USA	2531902	1/22/2002
RELATIONAL GEOSOLIDS	USA	2892326	10/12/2004

Mark	Jurisdiction	Registration Number	Registration Date
SCOOTERS	USA	2811822	2/3/2004
SNAP CUBES	USA	2749475	8/12/2003
STANDARDLINK	USA	3636150	6/9/2009
STARLIT	USA	3246855	5/29/2007
STORY SURFERS	USA	3104915	6/13/2006
SUMMER STARS	USA	3914716	2/1/2011
SUN SPROUTS	USA	2872604	8/10/2004
TANTALIZERS	USA	2699761	3/25/2003
TESSELTILES	USA	2222435	2/9/1999
THE FIRST SOURCE	USA	3393015	3/4/2008
THE SUPER SOURCE AND DESIGN	USA	2133913	2/3/1998
THINK 'N' SHARE	USA	2918121	1/11/2005
VERSA TILES	USA	1111779	1/23/1979
VERSA TILES AND DESIGN	USA	2376133	8/8/2000
VERSAMATE	USA	4404417	9/17/2013
VERSA-TILES	USA	1566431	5/26/1995
VERSATIMER	USA	2828629	3/30/2004
VERSATOTE	USA	2598020	7/23/2002
VISTAS DEL MUNDO	USA	3206866	2/6/2007
WHIRLY TWIRLY STORIES	USA	2814187	2/10/2004
WORLDSCAPES	USA	3018756	11/22/2005

Mark	Jurisdiction	Registration Number	Registration Date
WRITING DESTINATIONS	USA	3623875	5/19/2009
AVITROLAB	USA	3458902	7/1/2008
DAIGGER	USA	2120778	12/16/1997
EXCELLERON	USA	3446376	6/10/2008
GENSKIN	USA	2754218	8/19/2003
LABGENIUS	USA	4217651	10/2/2012

TRADEMARK APPLICATIONS

Mark	Jurisdiction	Application No.	Filing Date
ETA HAND2MIND & DESIGN	USA	85/576546	3/22/2012
HERE, THERE & EVERYWHERE	USA	86/357703	8/5/2014
PAM THE RACCOON	USA	86/356371	8/4/2014
PAM'S CAMPING GEAR	USA	86/356637	8/4/2014
RON THE ARMADILLO	USA	86/356391	8/4/2014
STEM IN ACTION & DESIGN	USA	86/186003	2/6/2014
WOBBLETOP SHAKE TABLE	USA	86/363217	8/11/2014