

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Carson-Dellosa Publishing Company, Inc.	12/18/2007

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Agent
Street Address:	200 Bay Street
Internal Address:	12th Floor, South Tower, Royal Bank Plaza
City:	Toronto
State/Country:	CANADA
Postal Code:	M5J2W7

PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	D466935
Patent Number:	D544542
Patent Number:	D469468
Patent Number:	D444501
Patent Number:	5800182

CORRESPONDENCE DATA

Fax Number: (312)993-9767

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 312-993-2698

Email: magdalini.rizakos@lw.com

Correspondent Name: Magdalini Rizakos c/o Latham & Watkins

Address Line 1: 233 S. Wacker Drive, Suite 5800

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:

Magdalini Rizakos

PATENT

500431179

REEL: 020309 FRAME: 0338

OP \$200.00 D466935

**Total Attachments: 5**

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## Patent Security Agreement

By this **Patent Security Agreement**, dated as of December 18, 2007, Carson-Dellosa Publishing Company, Inc. (the "Grantor") hereby grants a security interest in Patents registered to the Grantor in favor of Royal Bank of Canada (the "Agent"), pursuant to that certain Amended and Restated Security Agreement dated as of November 26, 2004 between the Agent and the Grantor (as amended and restated from time to time, the "Security Agreement").

WITNESSETH:

WHEREAS, the Grantor owns each of the registered Patents listed on Schedule A attached hereto;

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement, dated as of December 18, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Cookie Jar Education Inc. ("Borrower"), CC Acquisitions Holdings Inc. ("Parent"), the financial institutions party thereto (the "Lenders") and the Agent, the Lenders have agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, concurrently with the execution of the Credit Agreement, Grantor executed that certain Master Reaffirmation and Amendment to Collateral Documents, whereby Grantor ratified and reaffirmed its obligations under the Security Agreement;

WHEREAS, in consideration for the extension of credit as set forth in the Credit Agreement and as set forth in the Security Agreement, the Grantor agreed to grant a security interest in Collateral of the Grantor, specifically including any and all Patents, in favor of the Agent for the benefit of the Agent and Lenders;

WHEREAS, pursuant to Section 2.4(g) of the Security Agreement, the Grantor is required specifically to do all acts required by the Agent to permit the Agent to perfect its security interest in the Collateral, including Patents;

NOW, THEREFORE, in confirmation of the obligations set forth in the Security Agreement, Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Grantor hereby grants to the Agent for the benefit of the Agent and the Lenders a lien on and security interest in and to all of its right, title and interest in, to and under all Patents, whether now registered or hereafter registered, of Grantor, including but not limited to those listed on Schedule A attached hereto.

SECTION 3. Security Agreement. The security interest granted by this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to

the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patents 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 that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Aggregate Accommodations Outstanding (as defined in the Credit Agreement) and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien and security interest in the Patents under this Patent Security Agreement.

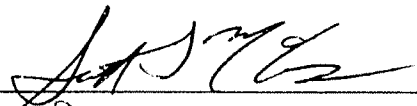
SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

CARSON-DELLOSA PUBLISHING COMPANY,  
INC.

By:   
Name: Scott McCaw  
Title: Treasurer and Chief Financial Officer

Accepted and Agreed:

ROYAL BANK OF CANADA,  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Patent Security Agreement- Carson-Dellosa]

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

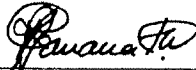
Very truly yours,

CARSON-DELLOSA PUBLISHING COMPANY,  
INC.

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

ROYAL BANK OF CANADA,  
as Agent

By:  \_\_\_\_\_  
Name: Renuka Gnanaswaran  
Title: Manager, Agency

[Signature Page to Patent Security Agreement- Carson-Dellosa]

# **CARSON-DELLOSA PUBLISHING COMPANY, INC. COPYRIGHTS AND PATENTS - REGISTERED**

<b>Company</b>	<b>Category</b>	<b>Product Title</b>	<b>CD#</b>	<b>Patent Date</b>	<b>Patent #</b>
Carson-Dellosa Publishing Company, Inc.	Pocket Charts	Star	CD-5630	12/10/2002	D466,935S
Carson-Dellosa Publishing Company, Inc.	Pocket Chart	ornamental design		6/12/2007	D544542
Carson-Dellosa Publishing Company, Inc.	Pocket Chart	ornamental design		1/28/2003	D469468
Carson-Dellosa Publishing Company, Inc.	Pocket Chart	ornamental design		7/3/2001	D444501
Carson-Dellosa Publishing Company, Inc.	Fabric Charts	Multit-use Kit	CD-5701	09/01/1998	5800182
Carson-Dellosa Publishing Company, Inc.	Fabric Charts	Clock Kit	CD-5702	09/01/1998	5800182
Carson-Dellosa Publishing Company, Inc.	Fabric Charts	Graph Grid Kit	CD-5703	09/01/1998	5800182
Carson-Dellosa Publishing Company, Inc.	Fabric Charts	Number Line Kit	CD-5704	09/01/1998	5800182
Carson-Dellosa Publishing Company, Inc.	Fabric Charts	Piggy Bank Kit	CD-5705	09/01/1998	5800182
Carson-Dellosa Publishing Company, Inc.	Fabric Charts	US Map Kit	CD-5706	09/01/1998	5800182
Carson-Dellosa Publishing Company, Inc.	Fabric Charts	World Map Kit	CD-5707	09/01/1998	5800182
Carson-Dellosa Publishing Company, Inc.	Fabric Charts	Alphabet Kit	CD-5708	09/01/1998	5800182
Carson-Dellosa Publishing Company, Inc.	Fabric Charts	Calendar Kit	CD-5709	09/01/1998	5800182
Carson-Dellosa Publishing Company, Inc.	Fabric Charts	Colors Kit	CD-5710	09/01/1998	5800182
Carson-Dellosa Publishing Company, Inc.	Fabric Charts	Fractions Kit	CD-5711	09/01/1998	5800182
Carson-Dellosa Publishing Company, Inc.	Fabric Charts	Human Body Kit	CD-5712	09/01/1998	5800182
Carson-Dellosa Publishing Company, Inc.	Fabric Charts	Numbers Kit	CD-5713	09/01/1998	5800182
Carson-Dellosa Publishing Company, Inc.	Fabric Charts	Shapes Kit	CD-5714	09/01/1998	5800182
Carson-Dellosa Publishing Company, Inc.	Fabric Charts	Weather Kit	CD-5715	09/01/1998	5800182

Carson-Dellosa Publishing Company, Inc.

Carson-Dellosa Publishing Company, Inc.  
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Carson-Dellosa Publishing Company, Inc.