

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Carson-Dellosa Publishing, LLC	11/13/2009

RECEIVING PARTY DATA

Name:	Royal Bank of Canada
Street Address:	Three World Financial Center, 200 Vesey Street
Internal Address:	12th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10281

PROPERTY NUMBERS Total: 11

Property Type	Number
Application Number:	29324289
Application Number:	29324295
Application Number:	29324298
Application Number:	12342714
Patent Number:	5800182
Patent Number:	D444501
Patent Number:	D469468
Patent Number:	D466935
Patent Number:	D544542
Patent Number:	D569912
Patent Number:	D569439

CORRESPONDENCE DATA

Fax Number: (404)581-8330
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$440.00 29324289

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ATTORNEY DOCKET NUMBER:	004702-605003
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NAME OF SUBMITTER:	Sidney R. Brown
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Total Attachments: 7

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as may be amended, restated, supplemented or otherwise modified from time to time, this "Patent Security Agreement"), dated as of November 13, 2009, is by CARSON-DELLOSA PUBLISHING, LLC, a Delaware limited liability company, located at 7027 Albert Pick Road, Greensboro, North Carolina 27409 (the "Grantor"), in favor of ROYAL BANK OF CANADA, located at Three World Financial Center, 12th Floor, 200 Vesey Street, New York, New York 10281, in its capacity as agent (in such capacity, "Agent") pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the Secured Parties (as defined in the Loan Agreement).

WITNESSETH:

WHEREAS, Agent and the financial institutions who are parties to the Loan Agreement as lenders (each individually, a "Lender" and collectively, "Lenders") have entered financing arrangements pursuant to which Lenders (or Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to Grantor and certain of its affiliates as set forth in the Second Lien Loan and Security Agreement, dated of even date herewith, by and among Agent, Lenders, Grantor and certain affiliates of Grantor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other Financing Agreements (as defined in the Loan Agreement).

WHEREAS, under the terms of the Loan Agreement, Grantor has granted a continuing security interest in, a lien upon, and a right of set off against, certain property, including, without limitation, certain of its Intellectual Property, to Agent, for itself and the benefit of the Secured Parties, to secure the payment and performance of the Obligations and has agreed to execute this Patent Security Agreement for recording with the United States Patent and Trademark Office.

WHEREAS, this Patent Security Agreement is supplemental to the provisions contained in the Loan Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. To secure payment and performance of all Grantor's Obligations, Grantor hereby grants to the Agent, for itself and the benefit of the Secured Parties, subject to the TD Intercreditor Agreement, a continuing security interest in, a lien upon, and right of set-off against, all of Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired or existing, and wherever located (collectively, the "Patent Collateral"):

(a) all of its patents, patent rights and patent applications, including those referred to on Schedule I hereto, now owned and hereafter arising or acquired;

- (b) all reissues, continuations, continuations-in-part or extensions of the foregoing;
- (c) all rights to sue for past, present or future infringement of any of the foregoing; and
- (d) all proceeds and products of the foregoing.

3. LOAN AND SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Agent, for itself and the benefit of the Secured Parties, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and Secured Parties with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan 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 Loan Agreement, the provisions of the Loan Agreement shall control. Grantor shall, concurrently with the execution and delivery of this Patent Security Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit A annexed hereto for the exercise of the rights and remedies granted to Agent under Section 10 of the Loan Agreement with respect to the Patent Collateral.

4. GOVERNING LAW. The validity, interpretation and enforcement of this Patent Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

5. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Patent Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor and Agent have executed this Patent Security Agreement as of the day and year first above written.

CARSON-DELLOSA PUBLISHING, LLC

By: [Signature]
Name: Roger Posacki
Title: CEO

ACKNOWLEDGMENT OF GRANTOR

STATE OF North Carolina
COUNTY OF Guilford) ss.

On this 12th day of November, 2009 before me personally appeared Roger Posacki, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Carson-Dellosa Publishing, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors or Board of Managers and that he acknowledged said instrument to be the free act and deed of said company.

BLANCHE S. BERKOWITZ
NOTARY PUBLIC
GUILFORD COUNTY, NC
Commission Expires 9-14-2013

[Signature]
Notary Public

{seal}

[SIGNATURES CONTINUED ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

ROYAL BANK OF CANADA., as Agent

By: 

Susan Khokher
Manager, Agency

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT
PENDING U.S. PATENT APPLICATIONS**

	Matter Description	Serial Number	File Date
1.	D/A Counting Caddy Pocket Chart	29324289	9/10/2008
2.	D/A Graphic Pocket Chart (x-ref-026)	29324295	9/10/2008
3.	D/A Number Line Pocket Chart	29324298	9/10/2008
4.	Display Having a 3D Aesthetic Component Attached Thereto (Pop-Its Borders)	12342714	12/23/2008

ISSUED U.S. PATENTS

	Matter Description	Patent #	File Date	Issue Date
1.	Fabric Chart Kit	5800182	6/7/1996	9/1/1998
2.	D/A Pocket Chart see – 18 also	D444501 S	11/25/1998	7/3/2001
3.	D/A Pocket Chart – Big Apple (Divisional)	D469468 S	4/20/2001	1/28/2003
4.	D/A Pocket Chart (CIP) see – 16 also	D466935 S	9/27/1999	12/10/2002
5.	D/A Pocket Chart (Double Pocket Design with Clear Outer Pockets)	D544542	7/26/2006	6/12/2007
6.	D/A Pocket Chart Thermometer / Goal Gauge (x-ref-029)	D569912	12/5/2007	5/27/2008
7.	D/A Pocket Chart Stoplight	D569439	12/5/2007	5/20/2008

