

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
CHILDCRAFT EDUCATION CORP.	02/27/2013
RECEIVING PARTY DATA	
Name:	U.S. Bank, National Association
Street Address:	800 Nicollet Mall
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	D437706
Patent Number:	6694893
Patent Number:	D436263
Patent Number:	D423171
Patent Number:	D423254
Patent Number:	D423825
Patent Number:	D429097
Patent Number:	6171173
Patent Number:	6352382
Patent Number:	D470320
Patent Number:	D471730
Patent Number:	6176637
CORRESPONDENCE DATA	
Fax Number:	2128067615
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	

CH \$480.00 D437706

502249682

PATENT
REEL: 029903 FRAME: 0471

Phone: 2128066615
Email: jspinning@stroock.com
Correspondent Name: Jeffrey Mann
Address Line 1: 180 Maiden Lane, Floor 38
Address Line 4: New York, NEW YORK 10038

ATTORNEY DOCKET NUMBER:	004029/0002
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NAME OF SUBMITTER:	Jeffrey Mann
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Total Attachments: 4
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source=CHILDCRAFTEDUCATIONCORP_SecurityAgreement#page2.tif
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GRANT OF PATENT SECURITY INTEREST

WHEREAS, CHILDCRAFT EDUCATION CORP., a New York corporation ("**Grantor**"), owns, and may in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, Grantor has entered into a Credit Agreement, dated as of February 27, 2013 (as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**" with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**") and U.S. Bank, National Association, as Agent for Lenders (in such capacity, "**Agent**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit to Borrowers thereunder; and

WHEREAS, pursuant to the terms of a Security and Pledge Agreement, dated as of February 27, 2013 (as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the "**Security and Pledge Agreement**"), among Grantor, Agent and the other grantors named therein, Grantor has created in favor of Agent, for the benefit of Secured Parties, a security interest in, and Agent has become a secured creditor with respect to, the Patent Collateral. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security and Pledge Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security and Pledge Agreement, to evidence further the security interest granted by Grantor to Agent to secure the Secured Obligations pursuant to the Security and Pledge Agreement, Grantor hereby grants to Agent, for the benefit of Secured Parties, a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Patent Collateral**"):

- (i) all rights, title and interest in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto), all rights (but not obligations) corresponding thereto to sue in the name of the Grantor or in the name of Agent or Lenders for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term "**proceeds**" includes whatever is receivable or received when Patent Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

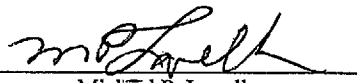
Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Agreement upon request by Agent.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security and Pledge Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto.

CHILDCRAFT EDUCATION CORP.

By: 
Name: Michael P. Lavelle
Title: President

[Signature Page to Grant of Patent Security Interest Agreement]

SCHEDULE A
TO
GRANT OF PATENT SECURITY INTEREST (U.S. Bank)
Childcraft Education Corp.
United States

Title	App. No.	Filing Date	Pat. No.	Issue Date
BIN AND BAY SHELVING AND STORAGE UNIT			D437,706	02/20/01
ART TABLE	10/068,439	02/05/02	6694893	02/24/04
COAT RACK AND STORAGE UNIT			D436,263	01/16/01
ROLLING BIN			D423,171	04/18/00
ART TABLE			D423,254	04/25/00
ROOM DIVIDER			D423,825	05/02/00
HANDLES IN A PAIR OF SWINGING DOORS			D429,097	08/08/00
TOY REFRIGERATOR HAVING AN ACTIVITY SURFACE	09/479,004	01/07/00	6171173	01/09/01
CORNER MOULDING AND IMPROVED CORNER CONSTRUCTION	09/263,751	03/05/99	6352382	03/05/02
CHAIR			D470,320	02/18/03
CHAIR			D471,730	03/18/03
CORNER MOULDING AND IMPROVED CORNER CONSTRUCTION	09/263,751	03/05/99	6176637	01/23/01