

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4372991

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
EXCELLIGENCE LEARNING CORPORATION	04/18/2017
ANGELES CORPORATION	04/18/2017
CHILDCARE EDUCATION INSTITUTE, LLC	04/18/2017
CHILDREN'S FACTORY, LLC	04/18/2017
EARLYCHILDHOOD LLC	04/18/2017
REALLY GOOD STUFF, LLC	04/18/2017
FROG STREET PRESS, LLC	04/18/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ARES CAPITAL CORPORATION
<b>Street Address:</b>	245 PARK AVENUE
<b>Internal Address:</b>	44TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10167
<b>PROPERTY NUMBERS Total: 21</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6928260
Patent Number:	8060392
Patent Number:	6911484
Patent Number:	7090072
Patent Number:	7131224
Patent Number:	D395771
Patent Number:	6082822
Patent Number:	6513178
Patent Number:	7260856
Application Number:	11381868
Patent Number:	7458116
Patent Number:	D513483
Patent Number:	7690158

Property Type	Number
Patent Number:	8146928
Patent Number:	8333393
Patent Number:	8276987
Patent Number:	D657153
Patent Number:	D600756
Patent Number:	6321401
Patent Number:	D486061
Application Number:	12958222

#### CORRESPONDENCE DATA

**Fax Number:** (310)557-2193

*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:** 310-557-2900

**Email:** klathrop@proskauer.com

**Correspondent Name:** PROSKAUER ROSE LLP

**Address Line 1:** 2049 CENTURY PARK EAST, SUITE 3200

**Address Line 2:** C/O KIMBERLEY A. LATHROP

**Address Line 4:** LOS ANGELES, CALIFORNIA 90067

**ATTORNEY DOCKET NUMBER:** 70578.026

**NAME OF SUBMITTER:** KIMBERLEY A. LATHROP

**SIGNATURE:** /Kimberley A. Lathrop/

**DATE SIGNED:** 04/18/2017

#### Total Attachments: 8

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**GRANT OF**  
**SECURITY INTEREST IN PATENT RIGHTS**

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this “**Agreement**”), effective as of April 18, 2017 is made by the persons signatory hereto or hereafter made a party hereto (the “**Grantors**” and each a “**Grantor**”), in favor of Ares Capital Corporation, a Maryland corporation (“**ARCC**”), as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “**Collateral Agent**”).

**W I T N E S S E T H:**

WHEREAS, pursuant to the Credit Agreement, dated as of April 18, 2017, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among EXCELLIGENCE LEARNING CORPORATION, a Delaware corporation (“**Borrower**”), EXCELLIGENCE HOLDINGS CORP., a Delaware corporation (“**Holdings**”), as a Guarantor, the other Guarantors from time to time party thereto, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), and ARCC, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of April 18, 2017, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Pledge Agreement**”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Patents set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under all of the Patents owned by such Grantor and constituting Collateral including, without limitation, those listed on Schedule A hereto (collectively, the "***Patent Collateral***"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**GRANTORS:**

**EXCELLIGENCE LEARNING CORPORATION,**  
a Delaware corporation

**ANGELES CORPORATION,**  
a Delaware corporation

**CHILDCARE EDUCATION INSTITUTE, LLC,**  
a Georgia limited liability company

**CHILDREN'S FACTORY, LLC,**  
a Delaware limited liability company

**EARLYCHILDHOOD LLC,**  
a California limited liability company

By: 


Name: Jeff Burns

Title: Treasurer

[Signature Page to Grant of Security Interest in Patent Rights]


**GRANTORS:**

**REALLY GOOD STUFF, LLC,**  
a Delaware limited liability company

By:   
Name: Jeff Burns  
Title: Treasurer

**GRANTORS:**

**FROG STREET PRESS, LLC,**  
a Delaware limited liability company  
*(As successor in interest to  
Frog Street Press, Inc., a Texas corporation)*

By:   
Name: Jeff Burns  
Title: Treasurer

[Signature Page to Grant of Security Interest in Patent Rights]

ARES CAPITAL CORPORATION,

a Maryland corporation, as Collateral Agent

By: 

Name: Scott Lem

Title: Authorized Signatory



## SCHEDULE A

### Issued Patents:

NAME	COUNTRY	APPLICATION NUMBER	PATENT NUMBER	OWNER
Online Education System and Method	United States	09/829,830	6,928,260	ChildCare Education Institute, LLC
Professional Development Registry System	United States	11/931,630	8,060,392	ChildCare Education Institute, LLC
Expanding Paint Medium	US	09/624,708	6911484	Earlychildhood LLC
Divided Paint Storage Apparatus	US	10/631,950	7090072	Excelligence Learning Corporation
Storage Bin with Attachable Label Holder	US	10/631,992	7131224	Excelligence Learning Corporation
Table	US	29/068025	D395771	Angeles Corporation
Furniture Leg Attachment System and Method and Furniture Produced Thereby	US	09/335,653	6082822	Angeles Corporation
Cot Assembly	US	09/571,132	6513178	Angeles Corporation
Stackable Cot Assembly	US	10/910,758	7260856	Angeles Corporation
Stackable Cot Assembly with Attached End Pieces	US	11/381,868	7237281	Angeles Corporation
Stackable Cot Assembly	US	11/844,733	7458116	Angeles Corporation
Tricycle and Steering Assembly.	US	29/221,058	D513483	Angeles Corporation
Sight and Sound Barrier	US	10/961,617	7690158	Angeles Corporation
Stroller with Braking Device	US	12/154,364	8146928	Excelligence Learning Corporation
Stroller with Braking Device	US	13/367,307	8333393	Excelligence Learning Corporation
Adaptable Seat on Children's Tricycle	US	12/627,665	8276987	Excelligence Learning Corporation
Recessed Wooden Chair	US	29/369,389	D657153	Excelligence Learning Corporation
Furniture Leg Attachment System and Method of Furniture Produced Thereby	US	09/335,653	6082822	Angeles Corporation
Toy Block	US	29/317,083	D600756	Children's Factory,

				LLC
Infection Control Mat	US	09/479,569	6321401	Children's Factory, LLC
Non Slip Insert For Cot Leg or Other Structure (Design App)	US	29/173,718	D486061	Children's Factory, LLC

**Patent Applications:**

<b>TITLE</b>	<b>APPLICATION NO.</b>	<b>APPLICATION DATE</b>	<b>OWNER</b>
Stabilized storage bin	12/958,222	12-01-2010	Really Good Stuff, LLC