

06-17-1998

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

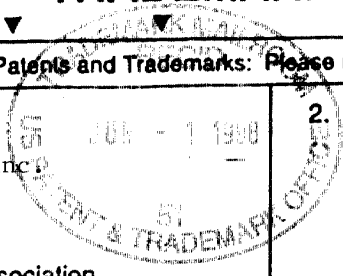
U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



100741303

of Patents and Trademarks: Please record the attached original documents or copy thereof.

6/1/98



1. Name of conveying party(ies):

Learning Company Properties Inc.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other _____

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: May 6, 1998

2. Name and address of receiving party(ies)

Name: Fleet National Bank, as Agent

Internal Address: _____

Street Address: One Federal Street

City: Boston State: MA ZIP: 02106

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other National Association (bank)

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attachment

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sullivan & Worcester LLP

Internal Address: Attn: Donald P. Board, Esq.

Street Address: One Post Office Square

City: Boston State: MA ZIP: 02109

06/15/1998 SSMITH 00000157 1884242

6. Total number of applications and registrations involved: 109

7. Total fee (37 CFR 3.41).....\$ 2,740.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481
02 FC:482

40.00 DP
2700.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Donald P. Board

Name of Person Signing

Signature

May 20, 1998

Date

Total number of pages including cover sheet, attachments, and document: 17

Mail documents to be recorded with required cover sheet information to:

Assistant Commissioner for Records & Administration
Box Assignment, REEL: 1746 FRAME: 014102 - 3575

Schedule 1

Trademark	Country	Reg. Date	Reg. No.
A MILLION LAUGHS	U.S.	03/14/95	1884242
AFRICA TRAIL	U.S.	10/08/96	2007125
AMAZON TRAIL, THE	U.S.	08/16/94	1850384
AMERICANA	U.S.	06/13/95	1900209
ANCIENT EMPIRES	U.S.	11/03/92	1729597
ARTRAGEOUS	U.S.	10/08/96	2007199
AUTOENHANCE	U.S.	01/01/95	1871091
AUTOWORKS	U.S.	12/14/93	1811474
BILINGUAL WRITING CENTER, THE	U.S.	01/18/94	1817386
BODYWORKS	U.S.	11/03/92	1729084
BUMBLE GAMES	U.S.	10/16/84	1300346
CALANDAR (stylized)	U.S.	09/17/91	1657275
CHEMISTRY WORKS	U.S.	03/30/93	1761155
CHILDREN'S WRITING AND PUBLISHING CENTER, THE	U.S.	12/10/96	2021574
CHILDREN'S WRITING AND PUBLISHING CENTER, THE: Spanish version	U.S.	06/13/95	1899628
COMPTON'S	U.S.	05/18/93	1771187
COMPTON'S CONCISE ENCYCLOPEDIA	U.S.	09/07/93	1791342

Trademark	Country	Reg. Date	Reg. No.
COMPUTER WORKS	U.S.	12/07/93	1809974
COUNTING CRITTERS	U.S.	03/25/97	2047543
CYBER PATROL	U.S.	12/17/96	2024687
CYBER SENTRY	U.S.	12/03/96	2021461
DINOPARK TYCOON	U.S.	01/10/95	1873338
DR. QUANDARY	U.S.	11/17/92	1733304
FANFARE! PRESENTATIONS	U.S.	03/10/98	2141777
FIRST CHOICE	U.S.	09/01/87	1454922
GERTRUDE'S PUZZLES	U.S.	10/16/84	1300347
GERTRUDE'S SECRETS	U.S.	10/16/84	1300345
GIZMOS & GADGETS!	U.S.	12/06/94	1865655
HANDWARE	U.S.	07/02/91	1649355
INFOPEDIA	U.S.	10/29/96	2012333
INTERACTIVE MATH JOURNEY	U.S.	06/17/97	2072359
INTERACTIVE READING JOURNEY	U.S.	08/06/96	1990761
INTERACTIVE STORYTIME	U.S.	03/30/93	1761118
KEY ACCOUNTING	U.S.	06/30/92	1697450
KEY CALENDAR PLUS	U.S.	07/28/92	1702954
KEY CLIP MASTER	U.S.	07/07/92	1698873

May 05, 1998

Page 2 of 6

Trademark	Country	Reg. Date	Reg. No.
KEY CORRESPONDENCE	U.S.	07/21/92	1701525
KEY DICTIONARY	U.S.	07/14/92	1700324
KEY DRAW!	U.S.	07/02/96	1984362
KEY FONT MASTER	U.S.	07/21/92	1701527
KEY FORMDESIGNER	U.S.	12/08/92	1738083
KEY GRAMMAR CHECKER	U.S.	02/09/93	1751050
KEY HOME INVENTORY	U.S.	09/08/92	1713218
KEY MENU	U.S.	08/03/93	1785265
KEY MONEY MONITOR	U.S.	03/23/93	1759521
KEY OFFICEMASTER	U.S.	07/07/92	1698874
KEY PAINT 2000	U.S.	12/08/92	1738084
KEY PUBLISHER	U.S.	07/21/92	1701526
KEY RHYMING DICTIONARY	U.S.	07/28/92	1702953
KEYKIDS	U.S.	02/04/97	2035021
LABELS UNLIMITED	U.S.	11/10/87	1464407
LEARNING COMPANY, THE	U.S.	07/09/85	1347323
LEARNING SERVICES & Design *Service Mark	U.S.	05/15/90	1596926
LFT'S START LEARNING	U.S.	09/09/97	2095713
MAILMERGE & Design	U.S.	07/27/82	1202559

Trademark	Country	Reg. Date	Reg. No.
MARLU & design	U.S.	08/06/96	1991609
MATH RABBIT	U.S.	05/02/89	1537293
MATHKEYS	U.S.	03/21/95	1885562
ME AND MY WORLD	U.S.	10/08/96	2005673
MECC	U.S.	11/30/93	1807176
METROGNOMES' MUSIC	U.S.	05/11/93	1769830
MIDNIGHT RESCUE!	U.S.	08/23/94	1850618
MOPTOWN HOTEL	U.S.	02/05/85	1317795
MUL.TIPELDA	U.S.	04/22/97	2055936
MUSEUM MADNESS	U.S.	04/02/96	1965964
ODELL DOWN UNDER	U.S.	10/01/96	2004024
OPENING NIGHT	U.S.	12/17/96	2024559
OPERATION NEPTUNE	U.S.	08/20/96	1994321
OREGON TRAIL, THE	U.S.	05/18/93	1771617
OUTNUMBERED!	U.S.	10/09/90	1616866
PAINT, WRITE & PLAY!	U.S.	11/18/97	2113982
PC PAINTBRUSH IV PLUS	U.S.	02/02/93	1749859
PFS: & design	U.S.	09/26/89	1557721
PFS:WINDOWWORKS	U.S.	07/26/94	1847241

Trademark	Country	Reg. Date	Reg. No.
PHOTOFINISH	U.S.	10/13/92	1723477
POWERALBUM	U.S.	04/19/94	1832008
QUICK SCHEDULE	U.S.	09/29/87	1459100
QUICKDATE	U.S.	05/02/95	1892578
READER RABBIT	U.S.	05/03/87	1430966
READER RABBIT 2	U.S.	08/11/92	1706445
SKILLS BANK	U.S.	11/17/92	1732691
SKILLS BANK CORNERSTONE	U.S.	08/01/95	1909068
SNAPDRAGON	U.S.	10/05/93	1797170
SOFTKEY	U.S.	11/10/92	1730764
SOFTKEY & design	U.S.	07/14/92	1700322
SOFTWARE SENTRY	U.S.	10/31/95	1931564
SPACE ODYSSEY	U.S.	04/30/96	1970840
SPARKY THE MATH DOG & design	U.S.	06/11/96	1979299
SPELLICOPTER	U.S.	07/31/84	1287778
STORYBOOK WEAVER	U.S.	05/04/93	1769401
SUPER SOLVERS	U.S.	01/10/95	1872342
TEDDY'S BIG DAY	U.S.	08/22/95	1914114
TELMERGE	U.S.	06/11/85	1340351

Trademark	Country	Reg. Date	Reg. No.
TESSELMANIA!	U.S.	06/06/95	1898056
THINK QUICK!	U.S.	04/25/89	1536268
TIME RIDERS	U.S.	05/10/94	1836078
TITANIUM SEAL	U.S.	12/27/94	1870237
TO SURF AND PROTECT	U.S.	05/06/97	2059911
TORCH LOGO (Compton's)	U.S.	08/06/91	1652912
TREASURE COVE!	U.S.	01/25/94	1818409
TREASURE GALAXY!	U.S.	03/05/96	1960866
TREASURE MATHSTORM!	U.S.	04/19/94	1832011
TREASURE MOUNTAIN!	U.S.	09/20/94	1854540
TROGGLE TROUBLE (for Math)	U.S.	12/26/95	1944381
ULTIMATE WRITING & CREATIVITY CENTER	U.S.	07/08/97	2077963
WINTUTOR	U.S.	09/19/95	1919328
WRITER RABBIT	U.S.	05/02/89	1537294
WRITING CENTER, THE	U.S.	09/26/95	1921806
YUKON TRAIL, THE	U.S.	03/05/96	1960730

TRADEMARK
REEL: 1746 FRAME: 0147

TRADEMARK SECURITY AGREEMENT AND LICENSE

TRADEMARK SECURITY AGREEMENT AND LICENSE (hereinafter referred to as the "Agreement") dated as of May 6, 1998 by and between LEARNING COMPANY PROPERTIES INC., a Delaware corporation with its principal place of business at One Athenaeum Street, Cambridge, Massachusetts 02142 (the "Company") , a successor corporation to TLC Properties Inc., a Massachusetts corporation formerly known as "SoftKey Multimedia Inc.", and FLEET NATIONAL BANK, a national banking association with an office at One Federal Street, Boston, Massachusetts 02106, as agent (in such capacity, the "Agent") for the financial institutions (collectively, the "Lenders") listed on Schedule I to the Credit Agreement referred to below.

WHEREAS, the Company and its corporate affiliates TLC Multimedia Inc., a Minnesota corporation (formerly known as "SoftKey Inc."), TEC Direct, Inc., a Colorado corporation, Learning Services Inc., an Oregon corporation, Mindscape, Inc., a Delaware corporation, Skills Bank Corporation, a Maryland corporation, and Microsystems Software, Inc., a Massachusetts corporation (collectively, the "Borrowers"), are parties to the Amended and Restated Credit Agreement dated as of May 6, 1998 by and among the Borrowers, the Lenders and the Agent, as the same may be amended modified, supplemented, extended or restated from time to time (the "Credit Agreement"), pursuant to which the Lenders have agreed to make Revolving Credit Loans to the Borrowers and the Issuing Bank (as defined in the Credit Agreement) may issue letters of credit upon the terms and subject to the conditions set forth therein.

WHEREAS, the Borrowers have entered into an Amended and Restated Security Agreement dated as of May 6, 1998 (as the same may be amended, amended and restated, modified or supplemented from time to time, the "Security Agreement"), pursuant to which the Borrowers have granted to the Agent, for the benefit of the Agent, the Lenders and the Issuing Bank, a security interest in certain collateral of the Borrowers and have agreed to execute and cause to be filed further documents required to be recorded or filed, in order to perfect and maintain the security interests granted under the Security Agreement;

WHEREAS, in order to induce the Agent, the Lenders and the Issuing Bank to enter into the Credit Agreement, the Company has also agreed to grant a security interest in and collaterally assign the Collateral (as hereafter defined) to secure the Borrowers' obligations under the Credit Agreement, including, without limitation, their obligations under the promissory notes issued by the Borrowers pursuant to the Credit Agreement (as the same may be amended, amended and restated, modified or supplemented from time to time, the "Notes") and to place in the public record of the Patent and Trademark Office (as defined below) the security interest granted hereunder; and

WHEREAS, the Company wishes to grant the Agent, for the benefit of the Agent, the Lenders and the Issuing Bank, a non-exclusive license in and to all of its trademarks, including, without limitation, all unregistered trademarks of the Company; provided, however, that, unless an Event of Default has occurred and is continuing, the foregoing license shall not be exercised and shall be effective only to the extent necessary to perfect the Agent's security interest in the Collateral under applicable law.

NOW THEREFORE, for good and valuable consideration, and to secure the payment and performance of all the Secured Obligations (as defined below), the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings prescribed therefor in the Credit Agreement. The following additional terms, as used herein, shall have the following additional terms, as used herein, shall have the following respective meanings:

"Borrowers" means Learning Company Properties Inc., a Delaware corporation, TLC Multimedia Inc., a Minnesota corporation, TEC Direct, Inc., a Colorado corporation, Learning Services Inc., an Oregon corporation, Mindscape, Inc., a Delaware corporation, Skills Bank Corporation, a Maryland corporation, Microsystems Software, Inc., a Massachusetts corporation, and any other corporation or entity which hereafter becomes a Borrower under the Credit Agreement, together with the respective successors of the foregoing corporations or entities.

"Business Judgment Exception" shall have the meaning set forth in Section 4 below.

"Lien" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), or preference, priority or other security agreement of any kind or nature whatsoever (including without limitation, any exclusive license, shop right or covenant by the Company not to sue third Persons).

"Patent and Trademark Office" means the United States Patent and Trademark Office.

"Permitted Lien" means any Lien that is a Permitted Encumbrance under the Credit Agreement.

"Secured Obligations" means all obligations of any of the Borrowers to the Agent, the Lenders or the Issuing Bank pursuant to or in connection with the Loan Documents, whether such obligations are now existing or hereafter incurred or created, joint or several, direct or indirect, absolute or contingent, due or to become due, matured or unmatured, liquidated or unliquidated, arising by contract, operation of law or otherwise, including, without limitation, (a) all principal of and interest (including, without limitation, any interest which accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of any of the Borrowers) on any advance to any of the Borrowers under the Credit Agreement or the

Notes; (b) all other amounts (including, without limitation, any fees or expenses) payable by any of the Borrowers under the Credit Agreement, the Notes or any other Loan Document; (c) all amounts payable to the Agent, the Lenders or the Issuing Bank in connection with the issuance of any Letter of Credit for the account of any of the Borrowers or any drawing thereunder, including without limitation, any reimbursement obligation and letter of credit fees payable under any letter of credit application or reimbursement agreement executed by any of the Borrowers in connection with any such Letter of Credit; (d) all amounts payable by any of the Borrowers hereunder; and (e) any renewals, refinancings or extensions of any of the foregoing.

"Trademark License" means any agreement, whether written or oral, providing for the grant by the Company to any Person or Persons of any right to use any Trademark, including, without limitation, the agreements described in Schedule I hereto.

"Trademarks" means all of the following to the extent owned by the Company: all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those described in Schedule I hereto, and all reissues, extensions or renewals thereof.

2. Grant of Security Interest. In furtherance and as confirmation of the security interests granted by the Company under the Security Agreement and in order to secure the prompt and complete payment and performance of all the Secured Obligations, together with any and all expenses which may be incurred by the Agent, the Lenders or the Issuing Bank in collecting any or all of such Secured Obligations or enforcing any rights, obligations or liabilities under this Agreement, the Company hereby grants a security interest to the Agent, for the benefit of the Agent, the Lenders and the Issuing Bank, in (including, without limitation, a collateral assignment and pledge of) all of the Company's present and future right, title and interest in and to the following whether presently existing or hereafter arising or acquired (collectively, the "Collateral"):

(a) all registered or unregistered trademarks of the Company (the "Trademarks") and, where applicable, the federal registrations thereof, including, without limitation, the federal registrations listed on Schedule I attached hereto (the "Registered Trademarks"),

(b) the Company's rights under any licenses that the Company has granted, or will in the future grant, to any Person or Persons with respect to the Trademarks (the "Trademark Licenses");

(c) all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark licensed;

(d) all products and proceeds of each Trademark and Trademark License, including, without limitation, any claim by the Company against third parties for past, present or future infringement or dilution of any Trademark, including, without limitation, the Registered Trademarks, and any Trademark licensed under any Trademark License, or for injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

(e) all causes of action, claims and warranties now or hereafter owned or acquired by the Company in respect of any of the items listed above; and

(f) all proceeds of any of the items described in clauses (a) through (e).

Provided, however, that "Collateral" shall not include any contract, license or agreement of any kind that has valid and enforceable provisions (i) that prohibit the grant of a security interest therein or (ii) that provide that a default may or shall occur as a result of the grant of a security interest therein, unless any required consents shall have been obtained or such provision shall have been rendered ineffective by reason of applicable law or otherwise.

3. Representations and Warranties. As an inducement to the Agent to enter into this Agreement, the Company makes the following representations and warranties:

(a) The Company is the sole beneficial owner of the Registered Trademarks, and is duly licensed to use or license any of the Trademarks, and, except for Permitted Liens, no Lien exists or will exist upon any Registered Trademark at any time except for the collateral assignment thereof in favor of the Agent provided for herein, which collateral assignment and security interest constitutes a first priority perfected security interest in all of the Registered Trademarks.

(b) Except pursuant to Trademark Licenses entered into by the Company in the ordinary course of business, the Company owns and possesses the exclusive right to use, and has done nothing to authorize or enable any other Person to use, the Trademarks, including the Registered Trademarks listed on Schedule I.

(c) Except as otherwise disclosed in Schedule 3 to the Credit Agreement, to the best of the Company's knowledge, there is no infringement by others of any right of the Company with respect to any Trademark that would have a Material Adverse Effect, the Company is not infringing in any respect upon any Trademark of any other Person, and no proceedings have been instituted or are pending against the Company or threatened, alleging any such violation, which proceedings could have a material adverse effect on the condition, assets, business, operations or prospects of the Company

4. Defense of Collateral, Etc. The Company agrees that it will at its expense, at the Agent's request, defend the Collateral from any and all claims and demands of any other Person; provided, however, nothing herein shall prevent the Company in the exercise of its reasonable business judgment from determining that it is in the best interest of the Company to abandon any item of Collateral or to refrain from defending any item of Collateral against such claims or demands (the foregoing prerogative of the Company being sometimes referred to

herein as the "Business Judgment Exception"). The Company hereby agrees to pay, indemnify, and hold the Agent harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses of disbursements or any kind or nature whatsoever with respect to the Collateral, including, without limitation, claims of trademark infringement to the extent such claims arise prior to the Agent's exercising a right of control over the Collateral pursuant hereto, provided that the Company shall have no obligation hereunder with respect to such indemnification arising from the Agent's gross negligence or willful misconduct.

5. Continued Use of Trademarks, Etc. (a) During the term of this Agreement the Company shall employ consistent standards of quality in its manufacture of products and delivery of services sold or services provided under the Trademarks (and shall do any and all acts reasonably required by the Agent to ensure the Company's compliance with such standards), and shall employ the appropriate notice of such Trademarks in connection with its use of such Trademarks, subject, in each case to the Business Judgment Exception. The Company hereby grants to the Agent and its employees and agents the right, exercisable upon the occurrence and during the continuance of an Event of Default, but subject to the provisions of Section 13 below, to visit the Company's plants and facilities which manufacture, inspect or store products or which provide services sold under any of the Trademarks, and to inspect the products or monitor the services and quality control records relating thereto at reasonable times during regular business hours. The Company confirms its commitment to take any and all actions reasonable required by the Agent to ensure the maintenance of quality standards for such products and services.

(b) Subject to the Business Judgment Exception, the Company agrees as follows: (i) the Company shall use its best ability to maintain the registration of the Registered Trademarks listed on Schedule I hereto in full force and effect by taking any action which it believes necessary, through attorneys of its choice, all at its expense; (ii) in the event that any Trademark is infringed by a third party, so as to have a Material Adverse Effect, or if such infringement gives rise to litigation or to the filing of a claim or notice of opposition with the Trademark Office which would have a material adverse effect on the condition, assets, business, operations or prospects of the Company, the Company shall promptly notify the Agent and shall take such actions as may be reasonably required to terminate such infringement. Any damages recovered from the infringing party shall be deemed to be part of the Collateral.

6. No Assignments, Etc. The Company shall not, except as otherwise permitted by the Credit Agreement, grant, create or permit to exist any Lien upon the Collateral in favor of any other Person, or assign this Agreement or any rights in the Collateral or the material protected thereby without, in either case, the prior written approval of the Agent and such attempted Lien or assignment shall be void ab initio.

7. Continuing Liability. The Company hereby expressly agrees that, anything herein to the contrary notwithstanding, it shall remain liable under any Trademark License, interest or obligation with respect to which the Agent has been granted a security interest pursuant to Section 2 hereof to observe and perform all the conditions and obligations to be observed and performed by the Company thereunder, all in accordance with and pursuant to the terms and provisions thereof. The Agent shall not have any obligation or liability under any such

Trademark License, interest or obligation by reason of or arising out of this Agreement or the conditional assignment thereof, or the grant of a security interest therein, to the Agent or the receipt by the Agent of any payment relating to any such Trademark License, interest or obligation pursuant hereto, nor shall the Agent be required or obligated in any manner to perform or fulfill any of the obligations of the Company thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such Trademark License, interest or obligation, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

8. Additional Security Agreements and Registrations.

(a) In accordance with Section 5.13 of the Credit Agreement, the Company shall provide to the Agent a then current comprehensive list and description of all U.S. registered Trademarks owned by the Company with respect to products currently sold or licensed by The Learning Company, Inc., a Delaware corporation (the "Parent"), any Borrower or any Subsidiary thereof, (i) within forty-five (45) days after the completion of each fiscal quarter of the Company, and (ii) more frequently upon the request of the Agent if an Event of Default has occurred and is continuing.

(b) Following the delivery of the list referenced in Section 8(a) hereof, the Company shall promptly take all necessary action, including the execution and delivery of trademark security agreements and any other instruments reasonably requested by the Agent to provide the Agent with, to the extent it does not already have, a first priority security interest relating to each U.S. Trademark owned by the Company with respect to products currently sold or licensed by the Parent, any Borrower or any U.S. Subsidiary. The Company shall register with the appropriate U.S. governmental authorities all U.S. Trademarks associated with software titles sold or licensed by the Parent, any Borrower or any U.S. Subsidiary in conducting their respective businesses and the Company shall maintain such registrations; provided, however, the foregoing requirements shall be subject to the exercise of the Company's reasonable business judgment as to when any such attempted registration would not be cost effective or could reasonably be expected to be rejected or relates to any Trademark that is immaterial.

9. Retention of Rights. Unless and until an Event of Default shall have occurred and be continuing and the Agent shall have exercised its remedies hereunder, but subject to the terms and conditions of this Agreement, the Company shall retain the legal and equitable title to the Collateral and shall have full right to use the Collateral in the ordinary course of its business.

10. Remedies.

(a) If an Event of Default under the Credit Agreement has occurred and is continuing the Agent may exercise, in addition to all other rights and remedies granted to it in this Agreement and any other Loan Document, all rights and remedies of a secured party under the Uniform Commercial Code. Without limiting the generality of the foregoing, the Company expressly agrees that in any such event the Agent, without demand of performance or other demand, advertisement or notice of any kind (except to such extent as notice may be required by

applicable law with respect to the time or place of any public or private sale) to or upon the Company or any other Person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, license, assign, give an option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange, broker's board or at any of the Agent's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Agent shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in the Company, which right or equity is hereby expressly waived and released. To the extent permitted by applicable law, the Company waives all claims, damages and demands against the Agent arising out of the repossession, retention or sale of the Collateral.

(b) Without limiting the generality of the foregoing, if any Event of Default has occurred and is continuing,

(i) the Agent may license, or sublicense, whether on an exclusive or non-exclusive basis, any Trademark included in the Collateral throughout the world for such term or terms, on such conditions and in such manner as the Agent shall in its sole discretion determine, the proceeds of such license or sublicense to be applied to the payment of the Secured Obligations;

(ii) the Agent may (without assuming any obligations or liability thereunder), at any time and from time to time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of the Company in, to and under any Trademark Licenses and take or refrain from taking any action under any thereof, and the Company hereby releases the Agent from, and agrees to hold the Agent free and harmless from and against, any claims arising out of any lawful action so taken or omitted to be taken with respect thereto other than any claims arising by reason of its own gross negligence or willful misconduct; and

(iii) upon request by the Agent, the Company will execute and deliver to the Agent a power of attorney, in addition to and supplemental to that set forth in Section 11 below, in form and substance satisfactory to the Agent, for the implementation of any lease, assignment, license, sublicense, a grant of option, sale or other disposition of a Trademark, provided, however, that in the event of any disposition pursuant to this Section 9, the Company shall supply its customer lists and other records relating to such Trademarks and to the distribution of said products and sale of such services, to the Agent.

11. Grant of License to Use Collateral. For the purposes (a) of perfecting the Agent's security interest in the Collateral and (b) of enabling the Agent to exercise rights and remedies under Section 9 hereof or under any other Loan Document, the Company hereby grants to the Agent, for the benefit of the Agent, the Lenders and the Issuing Bank, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the

Company), subject to any third-party rights, to use, assign, license or sublicense any of the Collateral, whether now owned or hereafter acquired by the Company, and wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof; provided, however, that, unless an Event of Default has occurred and is continuing, the foregoing license shall not be exercised and shall be effective only to the extent necessary to perfect the Agent's security interest in the Collateral under applicable law.

12. Power of Attorney. The Company hereby irrevocably appoints the Agent its true and lawful attorney (such appointment coupled with an interest), with full power of substitution, in the name of the Company, the Agent, or otherwise, for the sole use and benefit of the Agent, but at the Company's expense, to exercise (to the extent permitted by law), at any time and from time to time while an Event of Default has occurred and is continuing, all or any of the following powers with respect to all or any of the Collateral:

(a) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due thereon or by virtue thereof;

(b) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto;

(c) to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof, as fully and effectually as if the Agent were the absolute owner thereof; and

(d) to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto.

13. Confidentiality. The Agent will endeavor in good faith to maintain the confidentiality of any non-public information relating to the Company which has been identified in writing as confidential on the information itself or otherwise (the "Confidential Information") and, except as provided below, will exercise the same degree of care that the Agent exercises with respect to its own proprietary information to prevent the unauthorized disclosure of the Confidential Information to third parties. Confidential Information shall not include information that either: (a) is in the public domain or (b) is disclosed to the Agent by a third party, provided the Agent does not have actual knowledge that such third party is prohibited from disclosing such information. The terms of this Section 13 shall not apply to disclosure of Confidential Information by the Agent that is, in the good faith opinion of the Agent, compelled by laws, regulations, rules, orders or legal process or proceedings or is disclosed to: (a) any party, including a prospective participant, who has signed a confidentiality agreement containing terms substantially similar to those contained herein; or (b) legal counsel, examiners, auditors and directors of the Agent and examiners, auditors and investigators having regulatory authority over the Agent

14. Notices. All notices under this Agreement shall be in writing, and shall be given and shall be effective in accordance with the Credit Agreement.

15. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

16. No Waiver; Cumulative Remedies. The Agent shall not, by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Agent, and then only to the extent therein set forth. A waiver by the Agent of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Agent would otherwise have had on any other occasion. No failure to exercise nor any delay in exercising on the part of the Agent any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

17. Waivers; Amendments. None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

18. Limitation by Law. All rights, remedies and powers provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions hereof are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part or not entitled to be recorded, registered, or filed under the provisions of any applicable law.

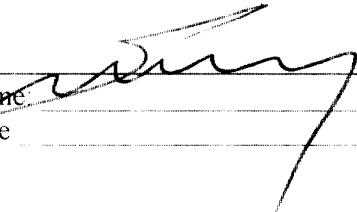
19. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and shall inure to the benefit of the Agent and its successors and assigns, and nothing herein or in the Credit Agreement or any other Loan Document is intended or shall be construed to give any other Person any right, remedy or claim under, to or in respect of this Agreement, the Credit Agreement or any other Loan Document.

20. Termination. The Agent agrees that, upon the payment in full and satisfaction of all the Secured Obligations following the termination of the Commitment, the collateral assignments and security interests created by this Agreement and any proceeds thereof or distributions in respect thereof shall be released, and the Agent will execute all such documents as may be reasonably requested by the Company to release such security interests and to terminate such collateral assignment (without representation or warranty).

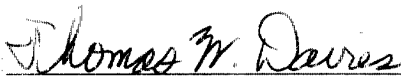
21. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS AND THE UNITED STATES OF AMERICA.

IN WITNESS WHEREOF, the parties hereto have caused this TRADEMARK SECURITY AGREEMENT AND LICENSE to be executed and delivered by their duly authorized officers as of the date first set forth above

LEARNING COMPANY PROPERTIES INC

By 
Name _____
Title _____

FLEET NATIONAL BANK, as Agent

By 
Name: Thomas W. Davies
Title: Senior Vice President

[Trademark Security Agreement and License]

EADPB\FBMA16\TRADEMK\TM_SEC.SIG.5/2/98