

11-17-1998

FORM PTO-1618A

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



100900739



10-19-1998

TRADEMARK FEE PROCESS.
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U.S. Patent & TMOfc/TM Mail Rcpt Dt. #10

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

OCT 19 P 2:54

89-61-01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

US PATENT &
TRADEMARK OFFICE

Effective Date
Month Day Year
09 30 98

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

09 30 98

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

11/16/1998 JSHDRAZZ 000000% 1284448

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
2575.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1812 FRAME: 0323

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)



10-19-1998

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #10

Correspondent Name and Address

Area Code and Telephone Number

(617) 210-8410

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Aldora Uluatam

Name of Person Signing

Aldora Uluatam

Signature

10/14/98

Date Signed

Trademarks--Broderbund

Broderbund Software, Inc. - Fleet National Bank, as Agent
Additional Sheets for Trademark

Owner Mark	Country	Status	Class	Filing Date	Application #	Registration Date	Registration Number
BB (design)	US	Registered	28	2/14/83		7/13/94	1,284,448
BB 1st Grade Success Starter	US	Pending	9	2/3/97	75/234,814		
BB 3D Home	US	Pending	9	1/13/97	75/224,443		
BB 3D Home Architect	US	Registered	9	12/1/93		11/15/94	1,862,392
BB 3D Home Interiors	US	Pending	9	1/13/97	75/224,444		
BB Active Mind Series	US	Registered	9	3/22/96		7/15/97	2,078,845
BB Amazing Animals	US	Registered	9	12/16/93		1/13/95	1,871,146
BB Animate	US	Registered	9	7/31/87		4/20/93	1,765,585
BB Bank Street Writer	US	Registered	9	2/28/83		4/17/84	1,274,213
BB Broderbund Software	US	Registered	9	2/14/83		11/27/84	1,305,829
BB Carmen San Diego Connection	US	Pending	41	12/18/97	75/408,133		
BB Carmen San Diego Junior Detective	US	Registered	28	6/1/85		10/8/96	2,007,255
BB Carmen San Diego Word Detective	US	Pending	9	5/5/97	75/286,477		
BB Chase Devineaux	US	Pending	16	12/18/97	75/408,142		
BB Chase Devineaux	US	Pending	25	12/18/97	75/408,143		
BB Chase Devineaux	US	Pending	41	12/18/97	75/408,160		

Monday, September 28, 1998

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<i>Owner Mark</i>	<i>Country</i>	<i>Status</i>	<i>Class</i>	<i>Filing Date</i>	<i>Application #</i>	<i>Registration Date</i>	<i>Registration Number</i>
BB Comic Characters	US	Registered	9	12/16/93		1/3/95	1,871,148
BB Creative Advantage Library	US	Pending	9	3/18/96	75/073/880		
BB Darklords Rising	US	Pending	9	5/6/98	75/479,980		
BB Discover Space	US	Registered	9	12/22/92		8/30/94	1,851,898
BB Extreme Warfare	US	Pending	9	9/16/97	75/357,875		
BB Fabulous Foods	US	Registered	9	12/16/93		1/3/95	1,871,147
BB Family Finder	US	Pending	9	4/24/97	75/280,246		
BB Family Tree Maker	US	Registered	9	2/22/96		9/23/97	2,098,764
BB Famous Magazine Cartoons	US	Registered	9	3/4/96		6/27/97	2,074,663
BB Gallsons of Glory	US	Registered	28	1/4/91		7/28/92	1,703,463
BB Geoligsaw	US	Registered	28	11/1/90		2/16/93	1,753,069
BB Geoligsaw	US	Registered	9	11/1/90		2/16/93	1,753,069
BB Geometry	US	Registered	9	7/20/87		5/17/88	1,488,915
BB GeoQuiz	US	Registered	9	2/12/90		8/6/91	1,653,315
BB Imagemaker Series and design	US	Registered	9	4/16/96		2/10/98	2,136,221
BB Imagmaker Series	US	Registered	9	4/16/99		1/27/98	2,133,215
BB In the 1st Degree	US	Registered	28	6/6/95		7/30/96	1,990,483
BB James Discovers Math	US	Pending	9	12/22/97	75/409,514		

<i>Owner Mark</i>	<i>Country</i>	<i>Status</i>	<i>Class</i>	<i>Filing Date</i>	<i>Application #</i>	<i>Registration Date</i>	<i>Registration Number</i>
BB Karaleka	US	Registered	28	5/ 6/85		11/12/85	1,370,348
BB Kid Cuts	US	Registered	9	5/7/93		2/22/94	1,822,479
BB Kid Pix 2 (and design)	US	Registered	9	1/30/95		9/17/96	2,000,727
BB Kid Pix Companion	US	Registered	9	12/16/93		1/ 3/95	1,871,145
BB Kid Pix Fun Pack	US	Registered	9	1/30/95		10/22/96	2,009,463
BB Kid Pix Studio	US	Registered	9	1/30/95		7/ 9/96	1,985,192
BB Kid Pix	US	Registered	9	6/29/92		12/14/93	1,810,528
BB Kids Studio (and design)	US	Pending	9	3/18/98	75/452,219		
BB Kindergarten Success Starter	US	Pending	9	2/ 3/97	75/234,815		
BB Learn the Art of magic	US	Registered	9	6/13/95		6/17/96	2,002,006
BB Learning Advantage Library	US	Pending	9	3/18/96	75/073,858		
BB Legacy of Time	US	Pending	9	6/17/97	75/309,859		
BB Living Books	US	Registered	9	7/19/91		10/ 5/93	1,796,822
BB Lode Runner	US	Registered	28	1/30/84		11/27/84	1,307,253
BB Logical Journey of the Zooanimals	US	Registered	9	9/ 1/95		2/25/97	2,041,387
BB Maglobe	US	Registered	9	7/15/91		1/26/93	1,749,286
BB MACUSA	US	Registered	9	7/15/91		1/26/93	1,749,297
BB Maps 'N' Facts	US	Registered	9	4/14/93		6/14/94	1,840,404

<i>Owner Mark</i>	<i>Country</i>	<i>Status</i>	<i>Class</i>	<i>Filing Date</i>	<i>Application #</i>	<i>Registration Date</i>	<i>Registration Number</i>
BB Mapworks	US	Registered	9	3/ 5/90		11/17/92	1,733,955
BB Memorymate (stylized)	US	Registered	9	7/20/87		5/ 3/88	1,486,757
BB Misc. Design (ORB)	US	Pending	9	6/ 5/97	75303,613		
BB Miscellaneous Design (Kids Studio)	US	Pending	9	7/15/97	75326,410		
BB Orly's Draw-A-Story	US	Pending	9	7/12/96	75133,335		
BB PC Globe	US	Registered	9	12/22/86		7/28/87	1,449,469
BB PC USA	US	Registered	9	6/ 5/89		8/13/91	1,553,482
BB Preschool Success Starter	US	Pending	8	5/ 5/97	75286,189		
BB Presswriter	US	Pending	9	11/14/86	75197,900		
BB Prince of Persia	US	Registered	9	6/28/90		6/ 4/91	1,546,934
BB Prince of Persia 2 The Shadow and th	US	Registered	28	6/28/93		4/19/94	1,831,448
BB Print Shop Deluxe	US	Registered	9	6/29/92		11/30/93	1,808,392
BB Print Shop Deluxe Companion	US	Registered	9	12/16/93		11/22/94	1,853,611
BB Printshop Deluxe CD Ensemble	US	Registered	9	1/30/95		1/30/96	1,953,018
BB Reading Galaxy	US	Pending	9	3/18/98	751073,859		
BB Red Orb Entertainment	US	Pending	9	4/ 1/97	75267,369		
BB Red Orb Entertainment	US	Pending	9	6/ 5/97	75303,612		
BB Red Orb Zone	US	Pending	9	6/12/97	75308,061		

<i>Owner Mark</i>	<i>Country</i>	<i>Status</i>	<i>Class</i>	<i>Filing Date</i>	<i>Application #</i>	<i>Registration Date</i>	<i>Registration Number</i>
BB Reign of Heroes	US	Pending	9	2/ 3/97	75/234,813		
BB Science Toolkit	US	Registered	9	7/20/87		8/ 2/88	1,498,380
BB Software for Everywhere	US	Registered	9	10/19/90		7/14/92	1,701,079
BB SlayQuests	US	Registered	28	5/15/96		5/13/97	2,061,154
BB Stunts	US	Registered	28	1/ 4/91		8/25/92	1,710,179
BB Take No Prisoners	US	Pending	9	4/ 1/97	75/267,370		
BB The Amazing Writing Machine	US	Registered	9	5/17/95		4/23/96	1,969,945
BB The Ancient Art of War	US	Registered	28	5/ 6/85		10/22/85	1,366,854
BB The Backyard	US	Registered	9	6/28/93		6/ 6/95	1,898,022
BB The Playground	US	Registered	9	6/28/90		11/ 5/91	1,663,236
BB The Print Shop	US	Registered	9	5/ 6/85		6/ 3/86	1,395,538
BB The Print Shop Essentials	US	Registered	9	5/ 6/98			
BB The Print Shop Signature Greetings	US	Pending	9	4/ 7/97	75/273,134		
BB The Treehouse	US	Registered	9	3/ 9/92		5/1/93	1,769,815
BB Think It Print It.	US	Pending	9	4/15/97	75/275,737		
BB Thinking Cap	US	Registered	9	7/31/87		3/ 8/88	1,479,477
BB Type!	US	Registered	9	7/20/87		12/20/88	1,517,669
BB VCR Companion	US	Registered	9	10/10/89		5/29/90	1,598,368

Owner Mark	Country	Status	Class	Filing Date	Application #	Registration Date	Registration Number
BB Warbreeds	US	Pending	9	1/13/97	75/224,445		
BB Where In America's Past Is Carmen S	US	Registered	28	7/29/91		11/10/92	1,731,293
BB Where In Europe Is Carmen Sandiego	US	Registered	28	11/13/89		7/17/93	1,606,526
BB Where In Space Is Carmen Sandiego	US	Registered	28	6/16/93		3/ 1/94	1,824,498
BB Where In The U.S.A. Is Carmen Sand	US	Registered	28	7/20/87		4/ 5/88	1,483,655
BB Where In The U.S.A. Is Carmen Sand	US	Registered	28	9/13/93		12/20/94	1,868,463
BB Where In The World Is Carmen Sandi	US	Registered	41	3/ 1/83		12/ 7/93	1,809,666
BB Where In The World Is Carmen Sandi	US	Registered	41	3/ 1/93		6/14/94	1,840,136
BB Where In The World Is Carmen Sandi	US	Pending	9	5/14/97	75/291,775		
BB Where In The World Is Carmen Sandi	US	Registered	16	7/ 8/96		8/12/97	2,087,438
BB Where In The World Is Carmen Sandi	US	Pending	16	5/14/97	75/291,852		
BB Where In The World Is Carmen Sandi	US	Pending	28	5/14/97	75/291,953		
BB Where In The World Is Carmen Sandi	US	Pending	41	5/14/97	75/291,929		
BB Where In The World Is Carmen Sandi	US	Registered	28	8/ 5/85		2/18/86	1,383,516
BB Where In Time Is Carmen Sandiego?	US	Registered	28	11/13/89		7/17/90	1,606,525
BB Where In Time Is Carmen Sandiego?	US	Registered	41	7/ 1/96		2/ 3/98	2,135,010

END OF LIST OF TRADEMARKS

TRADEMARK SECURITY AGREEMENT AND LICENSE

TRADEMARK SECURITY AGREEMENT AND LICENSE (hereinafter referred to as the "Agreement") dated as of September 30, 1998 by and between BRODERBUND SOFTWARE, INC., a Delaware corporation with its chief executive office at One Athenaeum Street, Cambridge, Massachusetts 02142 (the "Company") , 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 Lenders under the Credit Agreement referred to below.

WHEREAS, the Company and its corporate affiliates TLC Multimedia Inc., a Minnesota corporation (formerly known as "SoftKey Inc."), Learning Company Properties, Inc., a Delaware 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 Parsons Technology, Inc., a California corporation (together with any other entity which hereafter becomes a Borrower under the Credit Agreement and the respective successors to the foregoing entities, 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 from time to time party thereto and the Agent, as the same has been and 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, 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, pursuant to the terms of the Credit Agreement and the Security 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, 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:

"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.

"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 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 all Trademark Licenses;

(c) all of the goodwill of the business connected with the use of, and symbolized by, each Trademark including those Trademarks subject of a Trademark License;

(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 reasonably 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 Patent and 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 Trademark Licenses, 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 12 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 any Trademark, provided, however, that in the event of any disposition pursuant to this Section 10, 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 10 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 all of the Commitments, 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.

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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.

BRODERBUND SOFTWARE, INC.

By: 
Name: Allan Farsey
Title: Vice President

FLEET NATIONAL BANK, as Agent

By: _____
Name:
Title:

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.

BRODERBUND SOFTWARE, INC.

By: _____
Name:
Title:

FLEET NATIONAL BANK, as Agent

By: *Daniel G. Hood Jr*
Name: Daniel G. Hood, Jr.
Title: Senior Vice President

Trademarks--Broderbund

SCHEDULE I

Owner Mark	Country	Status	Class	Filing Date	Application #	Registration Date	Registration Number
BB (design)	US	Registered	28	2/14/83	73/413,429	7/3/84	1,284,448
BB 1st Grade Success Starter	US	Pending	9	2/3/87	75/234,814		
BB 3D Home	US	Pending	9	1/13/97	75/224,443		
BB 3D Home Architect	US	Registered	9	12/1/93	74/484,470	11/15/94	1,862,392
BB 3D Home Interiors	US	Pending	9	1/13/97	75/224,444		
BB Active Mind Series	US	Registered	9	3/22/96	75/079,664	7/15/97	2,078,845
BB Amazing Animals	US	Registered	9	12/16/93	74/469,765	1/3/95	1,871,146
BB Animate	US	Registered	9	7/31/87	73/675,712	4/20/93	1,765,595
BB Bank Street Writer	US	Registered	9	2/28/83	73/415,236	4/17/84	1,274,213
BB Broderbund Software	US	Registered	9	2/14/83	73/413,436	11/27/84	1,306,829
BB Carmen San Diego Connection	US	Pending	41	12/18/97	75/408,133		
BB Carmen San Diego Junior Detective	US	Registered	28	6/1/95	74/682,960	10/8/96	2,007,255
BB Carmen San Diego Word Detective	US	Pending	9	5/5/97	75/286,477		
BB Chase Devineaux	US	Pending	16	12/18/97	75/408,142		
BB Chase Devineaux	US	Pending	25	12/18/97	75/408,143		
BB Chase Devineaux	US	Pending	41	12/18/97	75/408,160		

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Owner Mark	Country	Status	Class	Filing Date	Application #	Registration Date	Registration Number
BB Comic Characters	US	Registered	9	12/16/93	74/469,767	1/3/95	1,871,148
BB Creative Advantage Library	US	Pending	9	3/18/96	75/073,860		
BB Darklords Rising	US	Pending	9	5/6/98	75/479,980		
BB Discover Space	US	Registered	9	12/22/92	74/342,243	8/30/94	1,851,898
BB Extreme Warfare	US	Pending	9	9/16/97	75/357,875		
BB Fabulous Foods	US	Registered	9	12/16/93	74/469,766	1/3/95	1,871,147
BB Family Finder	US	Pending	9	4/24/97	75/280,246		
BB Family Tree Maker	US	Registered	9	2/22/96	75/061,324	9/23/97	2,098,764
BB Famous Magazine Cartoons	US	Registered	9	3/4/96	75/067,313	6/27/97	2,074,663
BB Gallions of Glory	US	Registered	28	1/4/91	74/127,891	7/28/92	1,703,463
BB Geodigsaw	US	Registered	28	11/1/90	74/111,344	2/16/93	1,753,089
BB Geodigsaw	US	Registered	9	11/1/90	74/111,344	2/16/93	1,753,069
BB Geometry	US	Registered	9	7/20/87	73/673,474	5/17/88	1,488,915
BB GeoQuiz	US	Registered	9	2/12/90	74/027,920	8/6/91	1,653,315
BB Imagemaker Series and design	US	Registered	9	4/16/96	75/088,930	2/10/98	2,135,221
BB Imagmaker Series	US	Registered	9	4/16/99	75/088,931	1/27/98	2,133,215
BB In the 1st Degree	US	Registered	28	6/6/95	74/584,983	7/30/96	1,990,483
BB James Discovers Math	US	Pending	9	12/22/97	75/409,514		

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<i>Owner Mark</i>	<i>Country</i>	<i>Status</i>	<i>Class</i>	<i>Filing Date</i>	<i>Application #</i>	<i>Registration Date</i>	<i>Registration Number</i>
BB Karateka	US	Registered	28	5/6/85	73/536,246	11/12/85	1,370,348
BB Kid Cuts	US	Registered	9	5/7/93	74/387,408	2/22/94	1,822,479
BB Kid Pix 2 (and design)	US	Registered	9	1/30/95	74/627,407	9/17/95	2,000,727
BB Kid Pix Companion	US	Registered	9	12/16/93	74/469,764	1/3/95	1,871,145
BB Kid Pix Fun Pack	US	Registered	9	1/30/95	74/627,406	10/22/96	2,009,463
BB Kid Pix Studio	US	Registered	9	1/30/95	74/627,409	7/9/96	1,985,192
BB Kid Pix	US	Registered	9	6/29/92	74/289,094	12/14/93	1,810,528
BB Kids Studio (and design)	US	Pending	9	3/18/98	75/452,219		
BB Kindergarten Success Starter	US	Pending	9	2/3/97	75/234,815		
BB Learn the Art of magic	US	Registered	9	6/13/95	74/689,524	9/17/96	2,002,006
BB Learning Advantage Library	US	Pending	9	3/18/96	75/073,858		
BB Legacy of Time	US	Pending	9	6/17/97	75/309,859		
BB Living Books	US	Registered	9	7/19/91	74/186,738	10/5/93	1,796,822
BB Lode Runner	US	Registered	28	1/30/84	73/463,294	11/27/84	1,307,253
BB Logical Journey of the Zooanimals	US	Registered	9	9/1/95	74/724,219	2/25/97	2,041,397
BB Macglobe	US	Registered	9	7/15/91	74/184,861	1/26/93	1,749,286
BB MACUSA	US	Registered	8	7/15/91	74/185,118	1/26/93	1,749,297
BB Maps 'N' Facts	US	Registered	9	4/14/93	74/390,404	6/14/94	1,840,404

<i>Owner Mark</i>	<i>Country</i>	<i>Status</i>	<i>Class</i>	<i>Filing Date</i>	<i>Application #</i>	<i>Registration Date</i>	<i>Registration Number</i>
BB Mapworks	US	Registered	9	3/5/90	74/034,410	11/17/92	1,733,955
BB Memorymate (stylized)	US	Registered	9	7/20/87	73/673,476	5/3/88	1,486,757
BB Misc. Design (ORB)	US	Pending	9	6/5/97	75/303,613		
BB Miscellaneous Design (Kids Studio)	US	Pending	9	7/15/97	75/326,410		
BB Ony's Draw-A-Story	US	Pending	9	7/12/96	75/133,335		
BB PC Globe	US	Registered	9	12/22/86	73/636,710	7/28/87	1,449,469
BB PC USA	US	Registered	9	6/5/89	73/804,948	8/13/91	1,653,482
BB Preschool Success Starter	US	Pending	9	5/5/97	75/286,189		
BB Presswriter	US	Pending	9	11/14/96	75/197,900		
BB Prince of Persia	US	Registered	9	6/28/90	74/073,526	6/4/91	1,646,934
BB Prince of Persia 2 The Shadow and th	US	Registered	28	6/28/93	74/406,266	4/19/94	1,831,448
BB Print Shop Deluxe	US	Registered	9	6/29/92	74/289,096	11/30/93	1,808,392
BB Print Shop Deluxe Companion	US	Registered	9	12/16/93	74/469,763	11/22/94	1,863,611
BB Printshop Delux CD Ensemble	US	Registered	9	1/30/95	74/627,410	1/30/96	1,953,018
BB Reading Galaxy	US	Pending	9	3/18/96	75/073,859		
BB Red Orb Entertainment	US	Pending	9	4/1/97	75/267,389		
BB Red Orb Entertainment	US	Pending	9	6/5/97	75/303,612		
BB Red Orb Zone	US	Pending	9	8/12/97	75/308,061		

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<i>Owner Mark</i>	<i>Country</i>	<i>Status</i>	<i>Class</i>	<i>Filing Date</i>	<i>Application #</i>	<i>Registration Date</i>	<i>Registration Number</i>
BB Reign of Heros	US	Pending	9	2/ 3/97	75/234,813		
BB Science Toolkit	US	Registered	9	7/20/87	73/673,473	8/ 2/88	1,498,380
BB Software for Everywhere	US	Registered	9	10/19/90	74/107,187	7/14/92	1,701,079
BB StoryQuests	US	Registered	28	5/15/96	75/104,623	5/13/97	2,061,154
BB Stunts	US	Registered	28	1/ 4/91	74/128,126	8/25/92	1,710,179
BB Take No Prisoners	US	Pending	8	4/ 1/97	75/267,370		
BB The Amazing Writing Machine	US	Registered	9	5/17/95	74/674,992	4/23/96	1,969,945
BB The Ancient Art of War	US	Registered	28	5/ 6/85	73/536,162	10/22/85	1,368,854
BB The Backyard	US	Registered	9	6/28/93	74/406,267	6/ 6/95	1,898,022
BB The Playroom	US	Registered	9	6/28/90	74/073,748	11/ 5/91	1,863,236
BB The Print Shop	US	Registered	9	5/ 6/85	73/536,250	6/ 3/86	1,395,538
BB The Print Shop Essentials	US	Registered	9	5/ 6/98	75/480,194		
BB The Print Shop Signature Greetings	US	Pending	9	4/ 7/97	75/273,134		
BB The Treehouse	US	Registered	9	3/ 9/92	74/253,576	5/4 1/93	1,769,815
BB Think It Print II.	US	Pending	9	4/15/97	75/275,737		
BB Thinking Cap	US	Registered	9	7/31/87	73/675,709	3/ 8/88	1,479,477
BB Type!	US	Registered	9	7/20/87	73/673,485	12/20/88	1,517,669
BB VCR Companion	US	Registered	9	10/10/89	73/603,430	5/29/90	1,598,368

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<i>Owner Mark</i>	<i>Country</i>	<i>Status</i>	<i>Class</i>	<i>Filing Date</i>	<i>Application #</i>	<i>Registration Date</i>	<i>Registration Number</i>
BB Warbreds	US	Pending	9	1/13/97	75/224,445		
BB Where In America's Past Is Carmen S	US	Registered	28	7/25/91	74/189,530	11/10/92	1,731,293
BB Where In Europe Is Carmen Sandiego	US	Registered	28	11/13/89	73/838,576	7/17/93	1,806,526
BB Where In Space Is Carmen Sandiego	US	Registered	28	6/16/93	74/402,188	3/1/94	1,824,498
BB Where In The U.S.A. Is Carmen Sand	US	Registered	28	7/20/87	73/673,482	4/5/88	1,483,555
BB Where In The U.S.A. Is Carmen Sand	US	Registered	28	9/13/93	74/434,730	12/20/94	1,868,463
BB Where In The World Is Carmen Sandi	US	Registered	41	3/1/93	74/362,817	12/7/93	1,809,666
BB Where In The World Is Carmen Sandi	US	Registered	41	3/1/93	74/380,404	6/14/94	1,840,136
BB Where In The World Is Carmen Sandi	US	Pending	9	5/14/97	75/291,775		
BB Where In The World Is Carmen Sandi	US	Registered	16	7/8/96	75/130,560	8/12/97	2,067,438
BB Where In The World Is Carmen Sandi	US	Pending	16	5/14/97	75/291,952		
BB Where In The World Is Carmen Sandi	US	Pending	28	5/14/97	75/291,953		
BB Where In The World Is Carmen Sandi	US	Pending	41	5/14/97	75/291,929		
BB Where In The World Is Carmen Sandi	US	Registered	28	8/5/85	73/551,947	2/18/86	1,383,516
BB Where In Time Is Carmen Sandiego?	US	Registered	28	11/13/89	73/837,934	7/17/90	1,606,525
BB Where In Time Is Carmen Sandiego?	US	Registered	41	7/1/96	75/127,431	2/3/98	2,135,018

END OF SCHEDULE I

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