

08-30-2002

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):  
RIVERDEEP INTERACTIVE LEARNING LIMITED

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other company organized under laws of Ireland

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

2. Name and address of receiving party(ies)  
Name: Foothill Capital Corporation  
Internal Address: Suite 3000-West  
Street Address: 2450 Colorado Avenue  
City: Santa Monica State: CA Zip: 90404

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State California  
 Other

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

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other

Execution Date: August 23, 2002

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
 Please see attached Schedule

B. Trademark Registration No.(s) \_\_\_\_\_  
 Please see attached Schedule

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Kate Gregor  
 Internal Address: Brobeck Phleger & Harrison, LLP  
 Suite 2100  
 Street Address: 550 South Hope Street  
 City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: 140

7. Total fee (37 CFR 3.41).....\$ 3,515.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
N/A

DO NOT USE THIS SPACE

9. Signature.  
 Kate Gregor \_\_\_\_\_  
 Name of Person Signing

*Kate Gregor*  
 Signature

August 29, 2002  
 Date

Total number of pages including cover sheet, attachments, and document: 36

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

09/03/2002 6TOM11 00000041 2449929

01 FC:481  
02 FC:482

40.00 OP  
3475.00 OP

TRADEMARK  
REEL: 2563 FRAME: 0285

8/30/02

## Riverdeep Trademarks Schedule

<u>Trademark Name</u>	<u>Status</u>	<u>International Class</u>	<u>Registration/ Application No.</u>	<u>Country</u>
ALL AROUND FRIPPLETOWN	Registered	9	2,449,929	USA
AN ISLAND ADVENTURE	Registered	9, 16	2,198,088	USA
AN OCEAN ADVENTURE	Registered	9	2,304,825	USA
ASTRO ALGEBRA	Registered	9	2,136,232	USA
BAILEY'S BOOK HOUSE	Registered	9	1,834,422	USA
BAILEY'S BOOK HOUSE	Registered	16	1,904,381	USA
BRAIN BYTES	Registered	9	2,363,016	USA
CALCULATING CREW	Registered	9	2,127,794	USA
CARNIVAL COUNTDOWN	Registered	9	2,145,268	USA
DESTINATION MATH	Registered	41	2,578,138	USA
DESTINATION MATH	Registered	9	2,554,481	USA
DESTINATION READING	Pending	9, 41	76/244770	USA
DESTINATION: TIME TRIP, USA	Registered	9, 16	2,065,894	USA
DIE ABENTEUER DER ZOBINIS	Registered	9, 28	396 01 607	Germany
DIJIT and Design	Registered	41	2,487,878	USA
DIJIT and Design	Registered	16	2,448,059	USA
DIJIT Logo	Registered	16	2,402,359	USA
DIJIT Logo	Registered	9	2,435,510	USA

<u>Trademark Name</u>	<u>Status</u>	<u>International Class</u>	<u>Registration/ Application No.</u>	<u>Country</u>
DIJIT Logo	Registered	41	2,487,877	USA
E Logo	Registered	9	2,262,249	USA
EARTH PULSE CENTER Logo	Registered	42	2,531,743	USA
EDCONNECT	Pending	9, 41, 42	76/079951	USA
EDMARK	Registered	16	1,016,865	USA
EDMARK	Registered	41	1,015,485	USA
EDMARK	Registered	9, 35, 41, 42	2,515,111	USA
EDMARK and Design	Registered	9, 16	1,878,465	USA
EDMARK IGNITE THE CURIOUS MIND and Design	Registered	9	2,225,796	USA
EDVANTAGE	Registered	9	2,525,466	USA
FOOLPROOF	Registered	9, 16	1,926,732	USA
FRIPPLE	Pending	9	75/977494	USA
FRIPPLETOWN	Registered	9	2,571,790	USA
GALACTIC BRAIN BENDERS	Registered	9	2,466,413	USA
HIGHWAY PATROL	Registered	9	2,213,162	USA
IGNITE THE CURIOUS MIND	Registered	9	2,214,186	USA
IMAGINATION EXPRESS	Registered	9, 16	2,057,833	USA
KID DESK and Design	Registered	9, 16	1,864,543	USA
KIDDESK	Registered	9, 16	1,790,901	USA
KID-SAFE SITES	Registered	42	2,294,751	USA

<u>Trademark Name</u>	<u>Status</u>	<u>International Class</u>	<u>Registration/ Application No.</u>	<u>Country</u>
L'ODYSSEE DES ZOOMBINIS	Registered	9, 28, 42	99605713	France
LET'S GO READ!	Registered	9, 16	2,349,234	USA
LOGAL	Registered	9	1,882,881	USA
LOGAL	Registered	9, 16	211987	CTM
LOGAL SIMLIBRARY	Registered	41	2,551,916	USA
MAIS OU SE CACHE CARMEN SANDIEGO?	Registered	9, 28, 42	95589072	France

<u>Trademark Name</u>	<u>Status</u>	<u>International Class</u>	<u>Registration/ Application No.</u>	<u>Country</u>
MAIS OU SE CACHE CARMEN SANDIEGO? EDITION JUNIOR	Registered	9, 28, 42	95589071	France
MATHKEYS	Registered	9	TMA451,813	Canada
MIGHTY MATH	Registered	9	2,096,700	USA
MILLIE & BAILEY	Registered	9	2,187,757	USA
MILLIE'S MATH HOUSE	Registered	9, 16	1,784,693	USA
MINDTWISTER MATH	Registered	9	2,470,384	USA
MYWAVE and Design	Registered	41	2,551,764	USA
NOOTLE	Pending	41	76/300721	USA
NOOTLE Design	Pending	41	76/300871	USA
NOW THE BEST SCHOOL CAN BE EVERYWHERE	Registered	41	2,463,867	USA
NUMBER HEROES	Registered	9	2,099,000	USA
ORANGA BANGA	Registered	9, 16	1,928,742	USA
PARLONS ANGLAIS	Registered	9	TMA515,888	Canada
PARLONS ANGLAIS	Registered	9, 16	95/596841	France
READER RABBIT	Registered	9	A483117	Australia
READER RABBIT	Registered	9	350629	CTM
READER RABBIT	Registered	9	95/584390	France
READER RABBIT	Registered	9, 16, 28	395 33 572	Germany
READER RABBIT	Registered	9	4074626	Japan
RIVERDEEP	Pending	41	76/204219	USA

<u>Trademark Name</u>	<u>Status</u>	<u>International Class</u>	<u>Registration/ Application No.</u>	<u>Country</u>
RIVERDEEP	Registered	9	2,400,552	USA
RIVERDEEP INTERACTIVE LEARNING	Registered	41	2,469,585	USA
RIVERDEEP INTERACTIVE LEARNING	Registered	9	2,465,682	USA
RIVERDEEP Logo	Registered	41	2,452,885	USA
RIVERDEEP Logo	Registered	9	2,508,894	USA
SAFEFILTER	Pending	9	75/822505	USA
SAMMY'S SCIENCE HOUSE	Registered	9, 16	1,929,707	USA
SCREENPLAY	Registered	9, 16	2,014,817	USA
SKY ISLAND MYSTERIES	Registered	9	2,238,506	USA
SMARTSTUFF	Registered	9, 16	1,939,206	USA
STANLEY'S STICKER STORIES	Registered	9	2,078,912	USA
STRATEGY CHALLENGES	Registered	9	2,123,628	USA
SUPER SECRET SCIENCE STATION	Registered	9	2,223,894	USA
THE EDITOR'S DESK and Design	Pending	9	76/178772	USA
THE LEARNING COMPANY	Registered	9	1532202	Argentina
THE LEARNING COMPANY	Registered	9	TMA492,467	Canada
THE LEARNING COMPANY	Registered	9	350595	CTM
THE LEARNING COMPANY	Registered	9	B685/94	Singapore
THE LEARNING COMPANY	Registered	9	818.726.920	Brazil

<u>Trademark Name</u>	<u>Status</u>	<u>International Class</u>	<u>Registration/ Application No.</u>	<u>Country</u>
THE LEARNING COMPANY	Registered	9	95/584389	France
THE LEARNING COMPANY	Registered	9	4059352	Japan
THE LEARNING COMPANY and Design	Registered	9	B420052	Australia
THE LEARNING COMPANY and Design	Registered	9	523,895	Mexico
THE RIVERDEEP EDVANTAGE	Pending	41	76/204220	USA
THEMEWEAVERS	Pending	9	75/892309	USA
THINKIN' SCIENCE	Registered	9	2,218,427	USA
THINKIN' THINGS	Registered	9, 16	1,934,358	USA
THINKIN' THINGS and Design	Registered	9, 16	1,932,617	USA
TLC	Registered	9, 28	4156451	Japan
TLC	Registered	9, 28	725334	Australia
TLC	Registered	9	424143	CTM
TOUCHFREE	Registered	9	2,470,715	USA
TOUCHWINDOW	Registered	9	1,479,442	USA
TRAVEL THE WORLD	Registered	9	2,280,183	USA
TRUDY'S TIME & PLACE HOUSE	Registered	9, 16	2,062,744	USA
TRUE NETWORK VERSIONS	Registered	9	2,302,982	USA
VANTAGE POINTS	Pending	9	76/204221	USA
VANTAGE POINTS	Pending	16	76/204222	USA

<u>Trademark Name</u>	<u>Status</u>	<u>International Class</u>	<u>Registration/ Application No.</u>	<u>Country</u>
VANTAGE POINTS	Pending	41	76/205545	USA
VIRTUAL LABS: ELECTRICITY VL E HIGHLY ACCURATE ELECTRICAL SIMULATIONS and Design	Pending	9	75/771397	USA
VIRTUAL LABS: LIGHT VL 1 HIGHLY ACCURATE LASER SIMULATIONS ON CD-ROM and Design	Pending	9	75/771398	USA
VIRTUAL MANIPULATIVES	Registered	9	2,178,726	USA
WO STECKT CARMEN SANDIEGO? WELT EDITION	Registered	9, 28	395 38 613	Germany
WO STECKT CARMEN SANDIEGO? JUNIOR EDITION	Registered	9, 28	395 38 614	Germany
WORDS AROUND ME	Registered	9, 16	2,025,822	USA
WRITE FOR YOUR LIFE and Design	Pending	9	76/178771	USA
XCURSION	Pending	9	75/822509	USA
ZAP!	Pending	9	75/460001	USA
ZOO ZILLIONS	Registered	9	2,145,266	USA

<u>Trademark/ Servicemark</u>	<u>Country</u>	<u>Class</u>	<u>Reg./Serial Number</u>
ACTIVE MIND SERIES	U.S.	9	2,078,845
AMAZING WRITING MACHINE, THE	U.S.	9	1,969,945



<b>Trademark/ Servicemark</b>	<b>Country</b>	<b>Class</b>	<b>Reg./Serial Number</b>
AMAZON TRAIL, THE	U.S.	28	1,850,384
CARMEN SANDIEGO CONNECTION	U.S.	42	2,212,991
CARMEN SANDIEGO JUNIOR DETECTIVE EDITION <sup>1</sup>	UK	9	2036630
CARMEN SANDIEGO JUNIOR DETECTIVE EDITION	U.S.	28	2,007,255
CARMEN SANDIEGO WORD DETECTIVE	U.S.	9	2304536
CLUEFINDERS, THE	U.S.	9	2,286,308
DIE ABENTEUER DER ZOBINIS <sup>1</sup>	GERMANY	9,28	396 01 607
ELANGUAGE	U.S.	41	2,470,749
FAETTER KANIN	DENMARK	9,28	1999 00737
GRADE BUILDER	U.S.	9	2,286,115
INTERACTIVE MATH JOURNEY	U.S.	9	2,072,359
INTERACTIVE READING JOURNEY	U.S.	9	1,990,761
JAMES DISCOVERS MATH	U.S.	9	2,233,893
LEARNINGBUDDIES	U.S.	9	2,448,326
LEARNING COMPANY, THE	ARGENTINA	9	1532202
LEARNING COMPANY, THE	BRAZIL	9	818.726.920
LEARNING COMPANY, THE	CANADA	9	TMA492,467
LEARNING COMPANY, THE	COSTA RICA	9	92609
LEARNING COMPANY, THE	CTM	9	350595
LEARNING COMPANY, THE <sup>1</sup>	FRANCE	9	95584389
LEARNING COMPANY, THE	JAPAN	9	4059352
LEARNING COMPANY, THE	SINGAPORE	9	685/94
LEARNING COMPANY, THE	U.S.	9,16	1,347,323
LEARNING COMPANY, THE & Design	AUSTRALIA	9	B420052

<b>Trademark/ Servicemark</b>	<b>Country</b>	<b>Class</b>	<b>Reg./Serial Number</b>
LEARNING COMPANY, THE & Design	MEXICO	9	523895
L'ODYSEE DES ZOOMBINIS <sup>1</sup>	FRANCE	9,28,42	96 605 713
LOGICAL JOURNEY OF THE ZOOMBINIS	U.S.	9	2,041,387
MAIS OU SE CACHE CARMEN SANDIEGO? <sup>1</sup>	FRANCE	9,28,42	95 589 072
MAIS OU SE CACHE CARMEN SANDIEGO? EDITION JUNIOR <sup>1</sup>	FRANCE	9,28,42	95 589 071
MARLU & Design	U.S.	9,16,41	1,991,609
MATHKEYS <sup>1</sup>	CANADA	9	TMA451,813
MATHKEYS	U.S.	9	1,885,562
MAVIS BEACON	U.S.	9	2,070,388
MAVIS BEACON TEACHES TYPING!	U.S.	9	1,503,670
OREGON TRAIL, THE	U.S.	28	1,771,617
ORLY'S DRAW-A-STORY	U.S.	9	2,179,142
OUTNUMBERED!	U.S.	28	1,616,866
PARLONS ANGLAIS <sup>1</sup>	CANADA	9	TMA515,888
PARLONS ANGLAIS <sup>1</sup>	FRANCE	9	95596841
PIONEER ADVENTURES	U.S.	9	2,445,419
PRACTICE MAKES PERFECT	U.S.	9	2,276,281
READER RABBIT	CTM	9	350629
READER RABBIT <sup>1</sup>	FRANCE	9	95584390
READER RABBIT <sup>1</sup>	GERMANY	9	395 33 572
READER RABBIT	U.S.	9	1,430,966
READER RABBIT	JAPAN	9	4074626
READER RABBIT	AUSTRALIA	9	483117
READER RABBIT'S KINDERGARTEN	U.S.	9	2,194,347
READER RABBIT'S PRESCHOOL	U.S.	9	2,191,555

<b>Trademark/ Servicemark</b>	<b>Country</b>	<b>Class</b>	<b>Reg./Serial Number</b>
READER RABBIT'S TODDLER	U.S.	9	2,191,554
SKILLS BANK	U.S.	9	1,732,691
SKILLS BANK CORNERSTONE	U.S.	9,16	1,909,068
STORYBOOK WEAVER	U.S.	28	1,769,401
SUPER SOLVERS	U.S.	9	1,872,342
TLC	AUSTRALIA	9,28	725334
TLC	CTM	9	424143
TLC	JAPAN	9,28	4156451
TLC & Design	U.S.	9	2,200,440
TLC THE LEARNING COMPANY & Design	U.S.	9	2,364,846
TLC THE LEARNING COMPANY FOR GREATER KNOWLEDGE & Design	U.S.	9	2,322,090
TREASURE COVE!	U.S.	9	1,818,409
TREASURE MATHSTORM!	U.S.	9	1,832,011
TREASURE MOUNTAIN!	U.S.	9	1,854,540
ULTIMATE WRITING & CREATIVITY CENTER	U.S.	9	2,077,963
VIRTUALTALK	U.S.	41	76/071,880
WHERE IN THE U.S.A. IS CARMEN SANDIEGO?	U.S.	28	1,483,655
WHERE IN THE WORLD IS CARMEN SANDIEGO?	UK	9	2036650
WHERE IN THE WORLD IS CARMEN SANDIEGO?	U.S.	28	1,383,516
WHERE IN THE WORLD IS CARMEN SANDIEGO?	U.S.	41	2,163,949
WHERE IN THE WORLD IS CARMEN SANDIEGO?	U.S.	16	2,087,438
WHERE IN THE WORLD IS CARMEN SANDIEGO?	U.S.	28	2,213,937
WHERE IN THE WORLD IS	U.S.	16	2,221,220

<b>Trademark/ Servicemark</b>	<b>Country</b>	<b>Class</b>	<b>Reg./Serial Number</b>
CARMEN SANDIEGO?			
WHERE IN THE WORLD IS CARMEN SANDIEGO?	U.S.	9	2,223,676
WHERE IN THE WORLD IS CARMEN SANDIEGO? JUNIOR DETECTIVE EDITION	U.S.	28	1,963,054
WHERE IN TIME IS CARMEN SANDIEGO?	U.S.	41	2,135,018
WHERE IN TIME IS CARMEN SANDIEGO?	U.S.	28	1,606,525
WO STECKT CARMEN SANDIEGO? JUNIOR EDITION	GERMANY	9,28	39538614
WO STECKT CARMEN SANDIEGO? WELT EDITION	GERMANY	9,28	39538613.6
WORD MUNCHERS	U.S.	9	2,244,406
STARFLYERS	U.S.	9	

## **TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of August 23, 2002, is made by and between **RIVERDEEP INTERACTIVE LEARNING LIMITED**, a company organized under the laws of the Republic of Ireland ("Debtor"), in favor of **FOOTHILL CAPITAL CORPORATION**, a California corporation, as the arranger and administrative agent for the Lenders (in such capacity, together with its successors, if any, such capacity, "Agent").

### **RECITALS**

**WHEREAS**, Riverdeep Group Public Limited Company, a company organized under the laws of the Republic of Ireland ("Parent"), Riverdeep Inc., a Delaware corporation ("Company"; Company and Debtor, jointly and severally, and either or both of them as the context requires, "Borrower"), the financial institutions that are identified as "Lenders" therein (the "Lenders"; Agent together with the Lenders, individually and collectively, the "Lender Group"), and Agent have entered into that certain Loan and Security Agreement, dated as of even date herewith (as amended and as otherwise amended, restated, modified, supplemented, refinanced, renewed, or extended from time to time, the "Loan Agreement"), pursuant to which the Lender Group has agreed to make certain financial accommodations to Borrower.

**WHEREAS**, Parent, Debtor, Riverdeep Group Finance Limited, a company organized under the laws of the Cayman Islands, Broderbund LLC, a Minnesota limited liability company, Broderbund Properties, LLC, a Delaware limited liability company, and Broderbund (Canada) Limited, a company organized in Ontario, Canada (all such entities, the "Guarantors"), have executed and delivered that certain General Continuing Guaranty dated as of even date herewith (the "Guaranty") in favor of Agent.

**WHEREAS**, Debtor is a party to that certain Guarantee and Debenture dated as of even date herewith (the "Irish Security Agreement"), pursuant to which Debtor, among other things, has granted to Agent for the benefit of the Lender Group and Wells Fargo and its Affiliates security interests in (among other things) all general intangibles of Debtor.

**WHEREAS**, pursuant to the Loan Documents, and as one of the conditions precedent to the obligations of the Lenders under the Loan Agreement, Debtor has agreed to execute and deliver this Agreement to Agent for filing with the PTO and with any other relevant recording systems in any domestic or foreign jurisdiction, and as further evidence of and to effectuate Agent's existing security interests in the trademarks and other general intangibles described herein.

## ASSIGNMENT

**NOW, THEREFORE**, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Debtor hereby agrees in favor of Agent, for the benefit of the Lender Group and Wells Fargo and its Affiliates, as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Agent” shall have the meaning ascribed to such term in the preamble to this Agreement.

“Agreement” shall have the meaning ascribed to such term in the introductory paragraph of this Agreement.

“Borrower” shall have the meaning ascribed to such term in the recitals of this Agreement.

“Debtor” shall have the meaning ascribed to such term in the preamble to this Agreement.

“Event of Default” means any Event of Default under the Loan Agreement.

“Irish Security Agreement” shall have the meaning ascribed to such term in the recitals to this Agreement.

“Guarantors” shall have the meaning ascribed to such term in the recitals of this Agreement.

“Guaranty” shall have the meaning ascribed to such term in the recitals of this Agreement.

“Lender Group” shall have the meaning ascribed to such term in the recitals to this Agreement.

“Lenders” shall have the meaning ascribed to such term in the recitals to this Agreement.

“Loan Agreement” shall have the meaning ascribed to such term in the recitals to this Agreement.

“Proceeds” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including “proceeds” as such term is defined in the

UCC, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of or infringement of rights in any Trademark Collateral by any Person.

“PTO” means the United States Patent and Trademark Office and any successor thereto.

“Secured Obligations” shall mean all liabilities, obligations, or undertakings owing by Debtor of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Loan Agreement, this Agreement, the Guaranty, the Irish Security Agreement, or any of the other Loan Documents, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest (including interest that accrues after the filing of a case under the Bankruptcy Code) and any and all costs, fees (including attorneys fees), and expenses which Debtor is required to pay pursuant to any of the foregoing, by law, or otherwise.

“Trademark Collateral” has the meaning set forth in Section 2.

“Trademarks” has the meaning set forth in Section 2.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York.

“United States” and “U.S.” each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, it is the intention of the parties hereto that such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict between this Agreement and the Loan Agreement that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Debtor and supplemental rights and remedies in favor of Agent for the benefit of the Lender Group and Wells Fargo and its Affiliates (whether under federal law or applicable New York law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict in the Loan Agreement.

## 2. Security Interest.

(a) Assignment and Grant of Security in respect of the Secured Obligations. To secure the prompt payment and performance of the Secured Obligations, Debtor hereby grants, assigns, transfers and conveys to Agent, for the benefit of the Lender Group and Wells Fargo and its Affiliates, a continuing security interest in all of Debtor’s right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the “Trademark Collateral”):



(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in Debtor's name or in the name of Agent or in the name of Agent for the benefit of the Lender Group and Wells Fargo and its Affiliates for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Debtor's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Debtor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 18.

(c) Incorporation into Loan Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Loan Agreement.

(d) Licenses. Debtor may grant licenses of the Trademark Collateral in accordance with the terms of the Loan Agreement.

3. Further Assurances; Appointment of Agent as Attorney-in-Fact. Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Agent any and all documents and instruments, in form and substance reasonably satisfactory to Agent, and take any and all action, which Agent, in the exercise of its discretion, may request from time to time, to perfect and continue the perfection or to maintain the priority

of, or provide notice of the security interest in the Trademark Collateral held by Agent for the benefit of the Lender Group and Wells Fargo and its Affiliates and to accomplish the purposes of this Agreement. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in accordance with the foregoing, Agent shall have the right, in the name of Debtor, or in the name of Agent or otherwise, without notice to or assent by Debtor, and Debtor hereby irrevocably constitutes and appoints Agent (and any of Agent's officers or employees or agents designated by Agent) as Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Debtor on all or any of such documents or instruments and perform all other acts that Agent in the exercise of its discretion deems necessary in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral held by Agent for the benefit of the Lender Group and Wells Fargo and its Affiliates, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Debtor, which Agent, in the exercise of its discretion, may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) after the occurrence and during the continuation of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Agent to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 18; provided that the foregoing power of attorney shall terminate when all of the Secured Obligations have been fully and finally repaid and performed and the Lender Group's obligation to extend credit under the Loan Agreement is terminated.

4. Representations and Warranties. Debtor represents and warrants to each member of the Lender Group, in each case to the best of its knowledge, information, and belief, as follows:

(a) No Other Trademarks. Schedule A sets forth a true and correct list of all of Debtor's existing Trademarks that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by Debtor.

(b) Trademarks Subsisting. Each of Debtor's Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Debtor's knowledge, each of the Trademarks set forth on Schedule A is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Debtor has rights in and good and defensible title to the Trademark Collateral, (ii) Debtor is the sole and exclusive owner of the Trademark Collateral, free and clear of any Liens and rights of others (other than the security interest created hereunder and other than Permitted Liens), including licenses, registered user agreements and covenants by Debtor not to sue third persons, except for such licenses, registered user agreements and covenants that constitute Permitted Dispositions, and (iii) with respect to any material Trademarks for which Debtor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, Debtor is not in material default of any of its obligations thereunder and no Person has any rights in or to any of the Trademark Collateral other than (A) the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by Debtor or a licensor with respect to any such agreement regarding such material Trademarks, the parties to any other such non-exclusive licenses or license agreements entered into by Debtor or any such licensor with any other Person. To the best of Debtor's knowledge, the past, present and contemplated future use of the Trademark Collateral by Debtor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person or give any such Person the right to terminate any such right, privilege or license agreement.

(d) No Infringement. To the best of Debtor's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present, and contemplated future use of the Trademark Collateral by Debtor has not, does not and will not infringe upon or violate any right, privilege, or license arrangement of or with any other Person or give such Person the right to terminate any such license arrangement.

(e) Powers. Debtor has the unqualified right, power and authority to pledge and to grant to Agent, for the benefit of the Lender Group and Wells Fargo and its Affiliates, security interests in the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Secured Obligations remain unsatisfied, Debtor agrees: (i) that it will comply in all material respects with all of the covenants, terms and provisions of this Agreement, and (ii) that it will promptly give Agent written notice of the occurrence of any event that could have a material adverse effect on any of the material Trademarks and the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the material Trademarks for which Debtor is a licensee.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Agent shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions

of Section 2 shall automatically apply thereto and Debtor shall give to Agent prompt notice thereof. Debtor shall do all things reasonably deemed necessary by Agent in the exercise of its discretion to ensure the validity, perfection, priority and enforceability of the security interests of Agent in such future acquired Trademark Collateral. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in connection herewith, Debtor hereby authorizes Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of Agent and the Lender Group. Notwithstanding any provision contained in this Agreement, neither Agent nor any member of the Lender Group shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Agent or any other member of the Lender Group hereunder or in connection herewith, neither Agent nor any member of the Lender Group shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Events of Default. The occurrence of any "Event of Default" under the Loan Agreement shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, Agent shall have all rights and remedies available to it under the Loan Agreement and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral. Debtor hereby agrees that such rights and remedies include the right of Agent as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to the UCC. Debtor hereby agrees that Agent shall at all times have such royalty-free licenses, to the extent permitted by law and the Loan Documents, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Agent's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of Debtor in which Agent has a security interest, including Agent's rights to sell inventory, tooling or packaging which is acquired by Debtor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Agent, in the exercise of its discretion, deems necessary, in the name of Debtor or Agent, to enforce or protect any of the Trademark Collateral, in which event Debtor shall, at the request of Agent, do any and all lawful acts and execute any and all documents required by Agent necessary to such enforcement. To the extent that Agent shall elect not to bring suit to enforce such Trademark Collateral, Debtor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that

purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor and Agent for the benefit of the Lender Group and Wells Fargo and its Affiliates and their respective successors and assigns.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement, the Guaranty, or the Irish Security Agreement, as applicable.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the federal laws of the United States of America and the laws of the State of New York, except to the extent that the validity or perfection of the security interests hereunder in respect of the Patent Collateral are governed by federal law, in which case such choice of New York law shall not be deemed to deprive Agent of such rights and remedies as may be available under federal law.

13. Entire Agreement; Amendment. This Agreement and the other Loan Documents, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this Agreement. Notwithstanding the foregoing, Agent may reexecute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

16. Loan Agreement. Debtor acknowledges that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and all such rights and remedies are cumulative.

17. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms. Debtor agrees that, to the extent of any conflict between the provisions of this Agreement and the Loan Agreement, the provisions of the Loan Agreement shall govern.

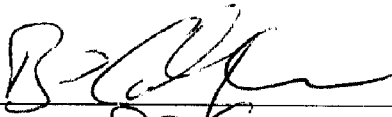
18. Termination. Upon the payment and performance in full in cash of the Secured Obligations, including the cash collateralization, expiration, or cancellation of all Secured Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate, and Agent shall execute and deliver such documents and instruments and take such further action reasonably requested by Debtor, at Debtor's expense, as shall be necessary to evidence termination of the security interest granted by Debtor to Agent for the benefit of the Lender Group and Wells Fargo and its Affiliates hereunder, including cancellation of this Agreement by written notice from Agent to the PTO.

[Signature page follows]

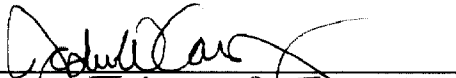
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,  
as of the date first above written.

**RIVERDEEP INTERACTIVE LEARNING  
LIMITED,**

a company organized under the laws of the  
Republic of Ireland

By:   
Name: Bob Cunningham  
Title: CEO

**FOOTHILL CAPITAL CORPORATION**  
a California corporation, as Agent

By:   
Name: Joshua W. Easterly  
Title: VP



SCHEDULE A

to the Trademark Security Agreement  
Trademarks of Debtor

**Riverdeep Trademarks Schedule**

<b><u>Trademark Name</u></b>	<b><u>Status</u></b>	<b><u>International Class</u></b>	<b><u>Registration/ Application No.</u></b>	<b><u>Country</u></b>
ALL AROUND FRIPPLETOWN	Registered	9	2,449,929	USA
AN ISLAND ADVENTURE	Registered	9, 16	2,198,088	USA
AN OCEAN ADVENTURE	Registered	9	2,304,825	USA
ASTRO ALGEBRA	Registered	9	2,136,232	USA
BAILEY'S BOOK HOUSE	Registered	9	1,834,422	USA
BAILEY'S BOOK HOUSE	Registered	16	1,904,381	USA
BRAIN BYTES	Registered	9	2,363,016	USA
CALCULATING CREW	Registered	9	2,127,794	USA
CARNIVAL COUNTDOWN	Registered	9	2,145,268	USA
DESTINATION MATH	Registered	41	2,578,138	USA
DESTINATION MATH	Registered	9	2,554,481	USA
DESTINATION READING	Pending	9, 41	76/244770	USA
DESTINATION: TIME TRIP, USA	Registered	9, 16	2,065,894	USA
DIE ABENTEUER DER ZOBINIS	Registered	9, 28	396 01 607	Germany
DIJIT and Design	Registered	41	2,487,878	USA
DIJIT and Design	Registered	16	2,448,059	USA
DIJIT Logo	Registered	16	2,402,359	USA
DIJIT Logo	Registered	9	2,435,510	USA

<u>Trademark Name</u>	<u>Status</u>	<u>International Class</u>	<u>Registration/ Application No.</u>	<u>Country</u>
DIJIT Logo	Registered	41	2,487,877	USA
E Logo	Registered	9	2,262,249	USA
EARTH PULSE CENTER Logo	Registered	42	2,531,743	USA
EDCONNECT	Pending	9, 41, 42	76/079951	USA
EDMARK	Registered	16	1,016,865	USA
EDMARK	Registered	41	1,015,485	USA
EDMARK	Registered	9, 35, 41, 42	2,515,111	USA
EDMARK and Design	Registered	9, 16	1,878,465	USA
EDMARK IGNITE THE CURIOUS MIND and Design	Registered	9	2,225,796	USA
EDVANTAGE	Registered	9	2,525,466	USA
FOOLPROOF	Registered	9, 16	1,926,732	USA
FRIPPLE	Pending	9	75/977494	USA
FRIPPLETOWN	Registered	9	2,571,790	USA
GALACTIC BRAIN BENDERS	Registered	9	2,466,413	USA
HIGHWAY PATROL	Registered	9	2,213,162	USA
IGNITE THE CURIOUS MIND	Registered	9	2,214,186	USA
IMAGINATION EXPRESS	Registered	9, 16	2,057,833	USA
KID DESK and Design	Registered	9, 16	1,864,543	USA
KIDDESK	Registered	9, 16	1,790,901	USA
KID-SAFE SITES	Registered	42	2,294,751	USA

<u>Trademark Name</u>	<u>Status</u>	<u>International Class</u>	<u>Registration/ Application No.</u>	<u>Country</u>
L'ODYSSEE DES ZOOMBINIS	Registered	9, 28, 42	99605713	France
LET'S GO READ!	Registered	9, 16	2,349,234	USA
LOGAL	Registered	9	1,882,881	USA
LOGAL	Registered	9, 16	211987	CTM
LOGAL SIMLIBRARY	Registered	41	2,551,916	USA
MAIS OU SE CACHE CARMEN SANDIEGO?	Registered	9, 28, 42	95589072	France

<u>Trademark Name</u>	<u>Status</u>	<u>International Class</u>	<u>Registration/ Application No.</u>	<u>Country</u>
MAIS OU SE CACHE CARMEN SANDIEGO? EDITION JUNIOR	Registered	9, 28, 42	95589071	France
MATHKEYS	Registered	9	TMA451,813	Canada
MIGHTY MATH	Registered	9	2,096,700	USA
MILLIE & BAILEY	Registered	9	2,187,757	USA
MILLIE'S MATH HOUSE	Registered	9, 16	1,784,693	USA
MINDTWISTER MATH	Registered	9	2,470,384	USA
MYWAVE and Design	Registered	41	2,551,764	USA
NOOTLE	Pending	41	76/300721	USA
NOOTLE Design	Pending	41	76/300871	USA
NOW THE BEST SCHOOL CAN BE EVERYWHERE	Registered	41	2,463,867	USA
NUMBER HEROES	Registered	9	2,099,000	USA
ORANGA BANGA	Registered	9, 16	1,928,742	USA
PARLONS ANGLAIS	Registered	9	TMA515,888	Canada
PARLONS ANGLAIS	Registered	9, 16	95/596841	France
READER RABBIT	Registered	9	A483117	Australia
READER RABBIT	Registered	9	350629	CTM
READER RABBIT	Registered	9	95/584390	France
READER RABBIT	Registered	9, 16, 28	395 33 572	Germany
READER RABBIT	Registered	9	4074626	Japan
RIVERDEEP	Pending	41	76/204219	USA

<u>Trademark Name</u>	<u>Status</u>	<u>International Class</u>	<u>Registration/ Application No.</u>	<u>Country</u>
RIVERDEEP	Registered	9	2,400,552	USA
RIVERDEEP INTERACTIVE LEARNING	Registered	41	2,469,585	USA
RIVERDEEP INTERACTIVE LEARNING	Registered	9	2,465,682	USA
RIVERDEEP Logo	Registered	41	2,452,885	USA
RIVERDEEP Logo	Registered	9	2,508,894	USA
SAFEFILTER	Pending	9	75/822505	USA
SAMMY'S SCIENCE HOUSE	Registered	9, 16	1,929,707	USA
SCREENPLAY	Registered	9, 16	2,014,817	USA
SKY ISLAND MYSTERIES	Registered	9	2,238,506	USA
SMARTSTUFF	Registered	9, 16	1,939,206	USA
STANLEY'S STICKER STORIES	Registered	9	2,078,912	USA
STRATEGY CHALLENGES	Registered	9	2,123,628	USA
SUPER SECRET SCIENCE STATION	Registered	9	2,223,894	USA
THE EDITOR'S DESK and Design	Pending	9	76/178772	USA
THE LEARNING COMPANY	Registered	9	1532202	Argentina
THE LEARNING COMPANY	Registered	9	TMA492,467	Canada
THE LEARNING COMPANY	Registered	9	350595	CTM
THE LEARNING COMPANY	Registered	9	B685/94	Singapore
THE LEARNING COMPANY	Registered	9	818.726.920	Brazil

<u>Trademark Name</u>	<u>Status</u>	<u>International Class</u>	<u>Registration/ Application No.</u>	<u>Country</u>
THE LEARNING COMPANY	Registered	9	95/584389	France
THE LEARNING COMPANY	Registered	9	4059352	Japan
THE LEARNING COMPANY and Design	Registered	9	B420052	Australia
THE LEARNING COMPANY and Design	Registered	9	523,895	Mexico
THE RIVERDEEP EDVANTAGE	Pending	41	76/204220	USA
THEMEWEAVERS	Pending	9	75/892309	USA
THINKIN' SCIENCE	Registered	9	2,218,427	USA
THINKIN' THINGS	Registered	9, 16	1,934,358	USA
THINKIN' THINGS and Design	Registered	9, 16	1,932,617	USA
TLC	Registered	9, 28	4156451	Japan
TLC	Registered	9, 28	725334	Australia
TLC	Registered	9	424143	CTM
TOUCHFREE	Registered	9	2,470,715	USA
TOUCHWINDOW	Registered	9	1,479,442	USA
TRAVEL THE WORLD	Registered	9	2,280,183	USA
TRUDY'S TIME & PLACE HOUSE	Registered	9, 16	2,062,744	USA
TRUE NETWORK VERSIONS	Registered	9	2,302,982	USA
VANTAGE POINTS	Pending	9	76/204221	USA
VANTAGE POINTS	Pending	16	76/204222	USA

<u>Trademark Name</u>	<u>Status</u>	<u>International Class</u>	<u>Registration/ Application No.</u>	<u>Country</u>
VANTAGE POINTS	Pending	41	76/205545	USA
VIRTUAL LABS: ELECTRICITY VL E HIGHLY ACCURATE ELECTRICAL SIMULATIONS and Design	Pending	9	75/771397	USA
VIRTUAL LABS: LIGHT VL 1 HIGHLY ACCURATE LASER SIMULATIONS ON CD-ROM and Design	Pending	9	75/771398	USA
VIRTUAL MANIPULATIVES	Registered	9	2,178,726	USA
WO STECKT CARMEN SANDIEGO? WELT EDITION	Registered	9, 28	395 38 613	Germany
WO STECKT CARMEN SANDIEGO? JUNIOR EDITION	Registered	9, 28	395 38 614	Germany
WORDS AROUND ME	Registered	9, 16	2,025,822	USA
WRITE FOR YOUR LIFE and Design	Pending	9	76/178771	USA
XCURSION	Pending	9	75/822509	USA
ZAP!	Pending	9	75/460001	USA
ZOO ZILLIONS	Registered	9	2,145,266	USA

<b>Trademark/ Servicemark</b>	<b>Country</b>	<b>Class</b>	<b>Reg./Serial Number</b>
ACTIVE MIND SERIES	U.S.	9	2,078,845
AMAZING WRITING MACHINE, THE	U.S.	9	1,969,945



<b>Trademark/ Servicemark</b>	<b>Country</b>	<b>Class</b>	<b>Reg./Serial Number</b>
AMAZON TRAIL, THE	U.S.	28	1,850,384
CARMEN SANDIEGO CONNECTION	U.S.	42	2,212,991
CARMEN SANDIEGO JUNIOR DETECTIVE EDITION <sup>1</sup>	UK	9	2036630
CARMEN SANDIEGO JUNIOR DETECTIVE EDITION	U.S.	28	2,007,255
CARMEN SANDIEGO WORD DETECTIVE	U.S.	9	2304536
CLUEFINDERS, THE	U.S.	9	2,286,308
DIE ABENTEUER DER ZOBINIS <sup>1</sup>	GERMANY	9,28	396 01 607
ELANGUAGE	U.S.	41	2,470,749
FAETTER KANIN	DENMARK	9,28	1999 00737
GRADE BUILDER	U.S.	9	2,286,115
INTERACTIVE MATH JOURNEY	U.S.	9	2,072,359
INTERACTIVE READING JOURNEY	U.S.	9	1,990,761
JAMES DISCOVERS MATH	U.S.	9	2,233,893
LEARNINGBUDDIES	U.S.	9	2,448,326
LEARNING COMPANY, THE	ARGENTINA	9	1532202
LEARNING COMPANY, THE	BRAZIL	9	818.726.920
LEARNING COMPANY, THE	CANADA	9	TMA492,467
LEARNING COMPANY, THE	COSTA RICA	9	92609
LEARNING COMPANY, THE	CTM	9	350595
LEARNING COMPANY, THE <sup>1</sup>	FRANCE	9	95584389
LEARNING COMPANY, THE	JAPAN	9	4059352
LEARNING COMPANY, THE	SINGAPORE	9	685/94
LEARNING COMPANY, THE	U.S.	9,16	1,347,323
LEARNING COMPANY, THE & Design	AUSTRALIA	9	B420052

<b>Trademark/ Servicemark</b>	<b>Country</b>	<b>Class</b>	<b>Reg./Serial Number</b>
LEARNING COMPANY, THE & Design	MEXICO	9	523895
L'ODYSSEE DES ZOOMBINIS <sup>1</sup>	FRANCE	9,28,42	96 605 713
LOGICAL JOURNEY OF THE ZOOMBINIS	U.S.	9	2,041,387
MAIS OU SE CACHE CARMEN SANDIEGO? <sup>1</sup>	FRANCE	9,28,42	95 589 072
MAIS OU SE CACHE CARMEN SANDIEGO? EDITION JUNIOR <sup>1</sup>	FRANCE	9,28,42	95 589 071
MARLU & Design	U.S.	9,16,41	1,991,609
MATHKEYS <sup>1</sup>	CANADA	9	TMA451,813
MATHKEYS	U.S.	9	1,885,562
MAVIS BEACON	U.S.	9	2,070,388
MAVIS BEACON TEACHES TYPING!	U.S.	9	1,503,670
OREGON TRAIL, THE	U.S.	28	1,771,617
ORLY'S DRAW-A-STORY	U.S.	9	2,179,142
OUTNUMBERED!	U.S.	28	1,616,866
PARLONS ANGLAIS <sup>1</sup>	CANADA	9	TMA515,888
PARLONS ANGLAIS <sup>1</sup>	FRANCE	9	95596841
PIONEER ADVENTURES	U.S.	9	2,445,419
PRACTICE MAKES PERFECT	U.S.	9	2,276,281
READER RABBIT	CTM	9	350629
READER RABBIT <sup>1</sup>	FRANCE	9	95584390
READER RABBIT <sup>1</sup>	GERMANY	9	395 33 572
READER RABBIT	U.S.	9	1,430,966
READER RABBIT	JAPAN	9	4074626
READER RABBIT	AUSTRALIA	9	483117
READER RABBIT'S KINDERGARTEN	U.S.	9	2,194,347
READER RABBIT'S PRESCHOOL	U.S.	9	2,191,555

<b>Trademark/ Servicemark</b>	<b>Country</b>	<b>Class</b>	<b>Reg./Serial Number</b>
READER RABBIT'S TODDLER	U.S.	9	2,191,554
SKILLS BANK	U.S.	9	1,732,691
SKILLS BANK CORNERSTONE	U.S.	9,16	1,909,068
STORYBOOK WEAVER	U.S.	28	1,769,401
SUPER SOLVERS	U.S.	9	1,872,342
TLC	AUSTRALIA	9,28	725334
TLC	CTM	9	424143
TLC	JAPAN	9,28	4156451
TLC & Design	U.S.	9	2,200,440
TLC THE LEARNING COMPANY & Design	U.S.	9	2,364,846
TLC THE LEARNING COMPANY FOR GREATER KNOWLEDGE & Design	U.S.	9	2,322,090
TREASURE COVE!	U.S.	9	1,818,409
TREASURE MATHSTORM!	U.S.	9	1,832,011
TREASURE MOUNTAIN!	U.S.	9	1,854,540
ULTIMATE WRITING & CREATIVITY CENTER	U.S.	9	2,077,963
VIRTUALTALK	U.S.	41	76/071,880
WHERE IN THE U.S.A. IS CARMEN SANDIEGO?	U.S.	28	1,483,655
WHERE IN THE WORLD IS CARMEN SANDIEGO?	UK	9	2036650
WHERE IN THE WORLD IS CARMEN SANDIEGO?	U.S.	28	1,383,516
WHERE IN THE WORLD IS CARMEN SANDIEGO?	U.S.	41	2,163,949
WHERE IN THE WORLD IS CARMEN SANDIEGO?	U.S.	16	2,087,438
WHERE IN THE WORLD IS CARMEN SANDIEGO?	U.S.	28	2,213,937
WHERE IN THE WORLD IS	U.S.	16	2,221,220

<b>Trademark/ Servicemark</b>	<b>Country</b>	<b>Class</b>	<b>Reg./Serial Number</b>
CARMEN SANDIEGO?			
WHERE IN THE WORLD IS CARMEN SANDIEGO?	U.S.	9	2,223,676
WHERE IN THE WORLD IS CARMEN SANDIEGO? JUNIOR DETECTIVE EDITION	U.S.	28	1,963,054
WHERE IN TIME IS CARMEN SANDIEGO?	U.S.	41	2,135,018
WHERE IN TIME IS CARMEN SANDIEGO?	U.S.	28	1,606,525
WO STECKT CARMEN SANDIEGO? JUNIOR EDITION	GERMANY	9,28	39538614
WO STECKT CARMEN SANDIEGO? WELT EDITION	GERMANY	9,28	39538613.6
WORD MUNCHERS	U.S.	9	2,244,406
STARFLYERS	U.S.	9	