

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM466900

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
S & S WORLDWIDE, INC.		03/21/2018	Corporation: CONNECTICUT
ADAMCO, INC.		03/21/2018	Corporation: CONNECTICUT
HYCO, INC.		03/21/2018	Corporation: CONNECTICUT
STEPS TO LITERACY, L.L.C.		03/21/2018	LLC NEW JERSEY

RECEIVING PARTY DATA

Name:	CITIZENS BANK, NATIONAL ASSOCIATION
Street Address:	209 CHURCH STREET
City:	NEW HAVEN
State/Country:	CONNECTICUT
Postal Code:	06510
Entity Type:	National Banking Association: RHODE ISLAND

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Serial Number:	74007942	ADAPT ABILITY
Serial Number:	74426045	ALLEN DIAGNOSTIC MODULE
Serial Number:	76421746	COLOR SPLASH
Serial Number:	74212338	EDUCRAFT
Serial Number:	74230331	ESSEX WOOD PRODUCTS
Serial Number:	73780451	GATOR SKIN
Serial Number:	76436912	GEE-PERZI!
Serial Number:	72039992	GILDCRAFT
Serial Number:	74203641	GLORY MOUNTAIN
Serial Number:	76480378	LIQUID IMAGINATION
Serial Number:	77822732	
Serial Number:	75654031	PRIMELIFE
Serial Number:	73565638	S & S
Serial Number:	87273209	S&S
Serial Number:	87273249	S&S
Serial Number:	75147300	S&S HEALTHCARE

OP \$1040.00 74007942

Property Type	Number	Word Mark
Serial Number:	76440823	SALLY
Serial Number:	77755221	SSWW
Serial Number:	74203642	STENCIL ART
Serial Number:	76492555	SUPER FOAM
Serial Number:	85590268	TENI
Serial Number:	85577422	THE EDUCATOR'S NETWORK
Serial Number:	77893437	TOSS 'N TALK-ABOUT
Serial Number:	77766965	TEACHER PLANET
Serial Number:	85577432	THE EDUCATOR'S NETWORK WHERE TEACHERS CO
Serial Number:	72107894	WORLD WIDE GAMES
Serial Number:	74209935	WORLD WIDE GAMES
Serial Number:	75199243	EDUCATION WORLD
Serial Number:	75822106	EDUCATION WORLD
Serial Number:	75822108	
Serial Number:	76105393	P. E. CENTRAL
Serial Number:	85145417	MRS. GLOSSER'S MATH GOODIES
Serial Number:	85145399	MATH GOODIES
Serial Number:	87396495	SCHOOLNOTES
Serial Number:	87656882	SPUD THE BEAR
Serial Number:	87414061	MATH GOODIES
Serial Number:	87353945	EDUCATION WORLD CONNECTING EDUCATORS TO
Serial Number:	85301135	INNOVATIVE TOOLS FOR TRAVELING THE ROADT
Serial Number:	86341792	STEPS TO LITERACY
Serial Number:	86341815	BUDDY PACK
Serial Number:	87718927	PACK-N-READ

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 860-509-5347
Email: cguilmette@uks.com
Correspondent Name: John F. Wolter, Esquire
Address Line 1: 100 Pearl Street
Address Line 2: Updike, Kelly & Spellacy, P.C.
Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	CHRISTINE GUILMETTE
SIGNATURE:	/CHRISTINE GUILMETTE/
DATE SIGNED:	03/23/2018

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of March 21, 2018 by S & S WORLDWIDE, INC., a Connecticut corporation, ADAMCO, INC., a Connecticut corporation, STEPS TO LITERACY, L.L.C., a New Jersey limited liability company, and HYCO, INC., a Connecticut corporation (collectively, "Debtor"), each with an office located at 75 Mill Street, Colchester, Connecticut 06415, for the benefit of CITIZENS BANK, NATIONAL ASSOCIATION, a national banking association, with an office located at 209 Church Street, New Haven, Connecticut 06510 ("Secured Party" or "Lender").

RECITALS

WHEREAS, Debtor has entered into a certain Master Credit Agreement dated as of the date hereof (as amended and in effect from time to time the "Credit Agreement") with Lender pursuant to which Lender, subject to the terms and conditions contained therein, is to continue and make loans, advances and other extensions of credit to Debtor; and

WHEREAS, it is a condition precedent to the obligation of Lender to continue and make loans, advances and other extensions of credit to the Debtor under the Credit Agreement that the Debtor shall execute that certain Security Agreement dated as of the date hereof (as amended and in effect from time to time, the "Security Agreement"), pursuant to which Debtor shall grant to Secured Party a security interest in the Collateral (as defined by the Security Agreement), including without limitation the Domain Names, Trademarks, Patents and Copyrights (each as defined herein), listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Debtor must hereby execute and deliver this Intellectual Property Security Agreement to Secured Party;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS. Unless otherwise defined herein, terms which are defined in the Security Agreement and used herein are so used as so defined. The following terms shall have the following meanings:

"Copyrights" means (a) all copyrights of the United States or any other country, including, without limitation, any thereof referred on Schedule A attached hereto; and (b) all copyright registrations filed in the United States or in any other country, including, without limitation, any thereof referred to on Schedule A attached hereto.

"Domain Names" means all domain names and domain name registration applications, that are owned by Debtor or in which Debtor has any right, title or interest, now or in the future, including but not limited to all derivatives or variations, whether authorized or unauthorized, including those listed on Schedule A attached hereto.

“ICANN” means the Internet Corporation for Assigned Names and Numbers.

“Patents” means (a) all letters patent of the United States and all reissues and extensions thereof; and (b) all applications for letters patent of the United States and all divisions, continuations and continuations-in-part thereof or any other country, including, without limitation, any thereof referred to on Schedule A attached hereto.

“Registry” means, as applicable, (i) any domain name registry with whom the Domain Names are registered, (ii) the U.S. Copyright Office or any comparable office of any foreign jurisdiction with whom Copyrights are registered, or (iii) the U.S. Patent & Trademark Office or any comparable office of any state or foreign jurisdiction with whom Trademarks or Patents are registered.

“Trademarks” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether registered in the United States 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 or otherwise, including, without limitation, any thereof referred to on Schedule A attached hereto; (b) all renewals thereof; and (c) all goodwill of the business connected with the use of and symbolized by the Trademarks.

2. SECURITY INTEREST.

2.1. Security Interest. As collateral security for the payment and performance in full of all of the Obligations, Debtor hereby unconditionally grants to Secured Party a continuing security interest in and first priority lien on the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral (as defined in the Security Agreement), and all proceeds of any of the foregoing. Debtor hereby authorizes Secured Party to take other appropriate steps to transfer effective ownership and control of such Domain Names, Trademarks, Patents and Copyrights, with the respective Registry upon the occurrence and during the continuance of an Event of Default and the exercise of the remedies of Secured Party under the Credit Agreement and the Security Agreement.

2.2. Supplemental Security Agreement. Pursuant to the Security Agreement, Debtor has granted to Secured Party, a continuing security interest in and lien on the Collateral (including certain Domain Names, Trademarks, Patents and Copyrights). The Security Agreement, and all rights and interests of Secured Party in and to the Collateral (including such Domain Names, Trademarks, Patents and Copyrights) thereunder, are hereby ratified and confirmed in all respects, and are hereby incorporated herein by reference thereto. In no event shall this Agreement, the grants hereunder, or the recordation of this Agreement (or any document hereunder) with the respective Registry, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of Secured Party in the Collateral (including the Domain Names, Trademarks, Patents and

Copyrights that constitute Collateral) pursuant to the Security Agreement and this Agreement, the attachment and perfection of such security interest under the Code (including the security interest in such Domain Names, Trademarks, Patents and Copyrights), or any present or future rights and interests of Secured Party in and to the Collateral under or in connection with the Security Agreement, this Agreement or the Code. Any and all rights and interests of Secured Party in and to the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral (and any and all Obligations of Debtor with respect to such Domain Names, Trademarks, Patents and Copyrights) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of Secured Party (and the Indebtedness of Debtor) in, to or with respect to the Collateral (including such Domain Names, Trademarks, Patents and Copyrights) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof. SECURED PARTY ASSUMES NO LIABILITY ARISING IN ANY WAY BY REASON OF HOLDING SUCH COLLATERAL.

3. AFTER-ACQUIRED DOMAIN NAMES, ETC.

3.1. After-Acquired Domain Names, Copyrights, Trademarks and Patents. If, before the Obligations shall have been finally paid and satisfied in full, Debtor shall obtain any right, title or interest in or to any other or new Domain Names, Trademarks, Copyrights or Patents that constitute Collateral, or become entitled to the benefit of any such Domain Names, Trademarks, Copyrights or Patents or any variation or improvement on any of such Domain Name Collateral, the provisions of this Agreement and the Security Agreement shall automatically apply thereto and Debtor shall promptly give to Secured Party notice thereof in writing and execute and deliver to Secured Party such documents or instruments as Secured Party may reasonably request further to implement, preserve or evidence the interests of Secured Party therein.

3.2. Amendment to Schedule. Debtor authorizes Secured Party to modify this Agreement and the Assignment, without the necessity of Debtor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment hereto to include any future or other Domain Names, Trademarks, Copyrights or Patents under Section 2 or Section 3 hereof that constitute Collateral and/or to delete Domain Names, Trademarks, Copyrights or Patents terminated by Debtor pursuant to the Security Agreement.

4. NO ASSUMPTION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SECURED PARTY ASSUMES NO LIABILITIES OF THE DEBTOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE DEBTOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE DOMAIN NAMES, COPYRIGHTS, TRADEMARKS OR PATENTS THAT CONSTITUTE COLLATERAL, OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY THE DEBTOR, AND THE DEBTOR SHALL INDEMNIFY

SECURED PARTY FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY SECURED PARTY WITH RESPECT TO SUCH LIABILITIES.

5. RIGHTS AND REMEDIES CUMULATIVE. The rights and remedies of Secured Party with respect to the Domain Names, Copyrights, Trademarks and Patents that constitute Collateral, whether established hereby, by the Security Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Agreement is supplemental to the Security Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of Secured Party contained therein. Nothing contained in this Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Collateral granted to Secured Party, under the Security Agreement.

6. AMENDMENT AND WAIVER. This Agreement may only be amended, and any provision hereunder may only be waived, pursuant to the Security Agreement.

7. FILINGS. Secured Party may at any time and from time to time, at Debtor's expense, file, or have Secured Party's representatives or agents file, a copy of this Agreement with the United States Patent & Trademark Office, the U.S. Copyright Office or any other filing authority.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute a complete and original instrument but all of which together shall constitute one and the same agreement (notwithstanding that all of the parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined), and it shall not be necessary when making proof of this Agreement or any counterpart thereof to account for any other counterpart, and the signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or other electronic means is to be treated as an original document. The signature of any party on any such document, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or other electronic signature is to be re-executed in original form by the party which executed the facsimile or other electronic signature. No party may raise the use of a facsimile machine or other electronic means, or the fact that any signature was transmitted through the use of a facsimile machine or other electronic means, as a defense to the enforcement of this Agreement.

[SIGNATURE PAGE FOLLOWS]

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the foregoing Intellectual Property Security Agreement is signed and delivered on the date first set forth above.

CITIZENS BANK, NATIONAL ASSOCIATION

By: Michael Brady
Name: Michael Brady
Title: Senior Vice President

S & S WORLDWIDE, INC.

By: _____
Name:
Title:

ADAMCO, INC.

By: _____
Name:
Title:

STEPS TO LITERACY, L.L.C.

By: _____
Name:
Title:

HYCO, INC.

By: _____
Name:
Title:

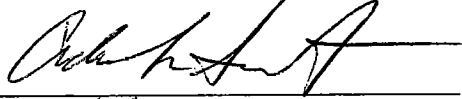
[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the foregoing Intellectual Property Security Agreement is signed and delivered on the date first set forth above.

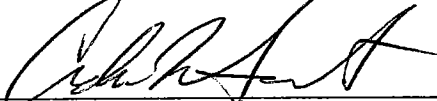
CITIZENS BANK, NATIONAL ASSOCIATION

By: _____
Name: Michael Brady
Title: Senior Vice President

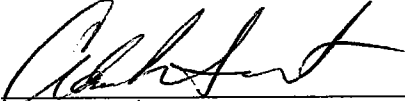
S & S WORLDWIDE, INC.

By: 
Name: Adam Schwartz
Title: Co-President

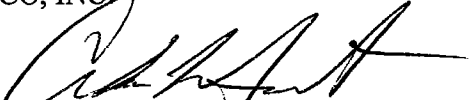
ADAMCO, INC.

By: 
Name: Adam Schwartz
Title: Co-President

STEPS TO LITERACY, L.L.C.

By: 
Name: Adam Schwartz
Title: Manager

HYCO, INC

By: 
Name: Adam Schwartz
Title: Co-President

Schedule A – Registered IP

Trademarks

Trademark	Trademark Owner	Registration No.	Serial No.	Registration Date	Country
ADAPT ABILITY	S & S Worldwide, Inc.	1613355	74007942	September 11, 1990	United States
ALLEN DIAGNOSTIC MODULE	S & S Worldwide, Inc.	1853714	74426045	September 13, 1994	United States
COLOR SPLASH	S & S Worldwide, Inc.	2976976	76421746	July 26, 2005	United States
EDUCRAFT	S & S Worldwide, Inc.	1752690	74212338	February 16, 1993	United States
ESSEX WOOD PRODUCTS	S & S Worldwide, Inc.	1714239	74230331	September 8, 1992	United States
GATOR SKIN	S & S Worldwide, Inc.	1559144	73780451	October 3, 1989	United States
GEE-PERZ!	S & S Worldwide, Inc.	2919435	76436912	January 18, 2005	United States
GILDCRAFT	S & S Worldwide, Inc.	0675678	72039992	March 17, 1959	United States
GLORY MOUNTAIN	S & S Worldwide, Inc.	1720456	74203641	September 29, 1992	United States
LIQUID IMAGINATION	S & S Worldwide, Inc.	2750181	76480378	August 12, 2003	United States
MONKEY design and CHINESE characters	S & S Worldwide, Inc.	3891110	77822732	December 14, 2010	United States
PRIMELIFE	S & S Worldwide, Inc.	2448245	75654031	May 1, 2001	United States
S & S	S & S Worldwide, Inc.	1407662	73565638	September 2, 1986	United States
S&S	S & S Worldwide, Inc.	NONE YET	87273209	December 19, 2016 (file date)	United States
S&S	S & S Worldwide, Inc.	5344657	87273249	November 28, 2017	United States
S&S HEALTHCARE	S & S Worldwide, Inc.	2103072	75147300	October 7, 1997	United States United States

SALLY	S & S Worldwide, Inc.	2827064	76440823	March 30, 2004	United States
SSWW	S & S Worldwide, Inc.	3746323	777552217	February 9, 2010	United States
STENCIL ART	S & S Worldwide, Inc.	1704952	74203642	August 4, 1992	United States
SUPER FOAM	S & S Worldwide, Inc.	2950911	76492555	May 17, 2005	United States
TENI	S & S Worldwide, Inc.	4249828	85590268	November 27, 2012	United States
THE EDUCATOR'S NETWORK	S & S Worldwide, Inc.	4402420	85577422	September 17, 2013	United States
TOSS 'N TALK-ABOUT	S & S Worldwide, Inc.	3824680	77893437	July 27, 2010	United States
TEACHER PLANET	S & S Worldwide, Inc.	3744344	77766965	February 2, 2010	United States
THE EDUCATOR'S NETWORK WHERE TEACHERS COME FIRST	S & S Worldwide, Inc.	4337268	85577432	May 21, 2013	United States
WORLD WIDE GAMES	S & S Worldwide, Inc.	0732119	72107894	May 29, 1962	United States
WORLD WIDE GAMES	S & S Worldwide, Inc.	1729562	74209935	November 3, 1992	United States
EDUCATION WORLD	Hyco, Inc.	2119615	75199243	December 9, 1997	United States
EDUCATION WORLD	Hyco, Inc.	2393448	75822106	October 10, 2000	United States
[DESIGN ONLY]	Hyco, Inc.	2622736	75822108	September 24, 2002	United States
P. E. CENTRAL	Hyco, Inc.	2512226	76105393	November 27, 2001	United States
MRS. GLOSSER'S MATH GOODIES	Hyco, Inc.	4008685	85145417	August 9, 2011	United States
MATH GOODIES	Hyco, Inc.	4008684	85145399	August 9, 2011	United States
SCHOOLNOTES	Hyco, Inc.	5328747	87396495	November 7, 2017	United States
SPUD THE BEAR	Hyco, Inc.	No registration number given on	87656882	File date October 24, 2017 (no file date given)	United States

		USPTO website		on USPTO website)	
MATH GOODIES	Hyco, Inc.	No registration number given on USPTO website	87414061	File date April 17, 2017 (no file date given on USPTO website)	United States
EDUCATION WORLD - CONNECTING EDUCATORS TO WHAT WORKS	Hyco, Inc.	No registration number given on USPTO website	87353945	File date March 1, 2017 (no file date given on USPTO website)	United States
INNOVATIVE TOOLS FOR TRAVELING THE ROAD TO LITERACY	Steps to Literacy, L.L.C.	4063010	85301135	November 29, 2011	United States
STEPS TO LITERACY	Steps to Literacy, L.L.C.	4707390	86341792	March 24, 2015	United States
<u>BUDDY PACK</u>	Steps to Literacy, L.L.C.	4692366	86341815	February 24, 2015	United States
PACK-N-READ	Steps to Literacy, L.L.C.	No registration number listed on USPTO website	87718927	December 13, 2017 (file date; no registration date given on USPTO website)	United States

Patents

None

Domain Names

Domain Names

<u>Domain Name</u>	<u>Owner</u>
affinityten.com	
afterschooldirect.com	
arts-n-crafts.com	
books4teachers.com	
budgetcraft.com	
budgetcrafts.com	
certificates4teachers.com	
colormegatorskin.cn	
craftpacks.com	
custombookbundle.com	
deals4teachers.com	
discounts4teachers.com	
discountsportsupply.com	
educationworld.com	
education-world.com	
educationworld.org	
educraft.com	
fundraising4teachers.com	
gatorskin.cn	
gatorskin.com	
gee-perz.com	
goodsons.cn	
gradebooks4teachers.com	
grants4teachers.com	
jobs4teachers.com	
jokes4teachers.com	
k12marketingassociates.com	
k12schoolnetwork.com	
kidsize.com	
lessonplans4teachers.com	
lessons4sundayschool.com	
mastersdegree4teachers.com	
mathgoodies.com	
mathgoodies.com	
mountainriverdecor.com	
myteacherdegree.com	
myteachertools.com	

myteachingsupplies.com
onlinedegrees4teachers.com
onlinelearning4teachers.com
pecchallenge.org
pecentral.com
pecentral.org
pecentralstore.com
peclogit.com
peclogit.org
peplanet.com
phd4teachers.com
playlearnshare.com
psscentral.com
quotes4teachers.com
remyinteriors.com
roughmonday.com
rubrics4teachers.com
sales@tzmountainriver.com
schoolfundingcenter.com
schoolfundingcenter.com
schoolfundingcenter.info
schoolfundingcenter.info
schoolfundingcenter.net
schoolfundingcenter.net
schoolnotes.com
schoolsupply.com
sites4teachers.com
snswwide.com
sschina.cn.com
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steps2literacy.com
tbcrafts.com
teacheralerts.com
teachercollab.com
teacherfreebies.com
teacherplanet.cn
teacherplanet.com
teacherplanet.net

teaching101.net thebestcrafts.com theeducatorsnetwork.com tzmountainriver.cn.com tzmountainriver.com tzmr.cn.com university4teachers.com worksheets4teachers.com worldwidegames.com	
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Copyrights

None