

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Safe-T Products, Inc.		06/23/2006	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Learning Resources, Inc.
Street Address:	380 N. Fairway Drive
City:	Vernon Hills
State/Country:	ILLINOIS
Postal Code:	60061
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Serial Number:	78816624	ALGEBRA MODELS
Serial Number:	78816656	ANGLEGS
Serial Number:	78832335	CLASSROOM CALC
Serial Number:	78832328	CLINGGRIDS
Serial Number:	78459118	GEOCUBE
Serial Number:	78816596	POLYCONSTRUCTO
Serial Number:	78832344	ULTRAFLEX
Serial Number:	78816643	VIEW-THRU
Registration Number:	2656393	ALLLINK
Registration Number:	2549630	BULLSEYE
Registration Number:	2771069	CASH PAX
Registration Number:	2134674	CIRCLE PERFECT
Registration Number:	2736257	DAY/NIGHT TEACHER
Registration Number:	2738452	FRAX PAX

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Registration Number:	2116982	MMARC
Registration Number:	2928783	SAFE-T
Registration Number:	1768063	SAFE-T COMPASS
Registration Number:	2617273	SAFE-T GUIDE
Registration Number:	2204504	SAFE-T MEASURES
Registration Number:	1967533	SAFE-T PLASTIC
Registration Number:	2723419	SAFE-T PROTRACTOR
Registration Number:	1972019	SAFE-T PROTRACTOR
Registration Number:	1969011	SAFE-T RULER
Registration Number:	2706391	SAFE-T RULER
Registration Number:	2617271	SAFE-T TRIANGLES
Registration Number:	2738577	STAKUBE
Registration Number:	2693989	WEIGH TOO

CORRESPONDENCE DATA

Fax Number: (312)222-0818

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: chiipdocket@michaelbest.com

Correspondent Name: Larry L. Saret

Address Line 1: Two Prudential Plaza

Address Line 2: 180 N. Stetson Avenue, Suite 2000

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	201915-9153
NAME OF SUBMITTER:	Larry L. Saret
Signature:	/larry l. saret/
Date:	07/06/2006

Total Attachments: 3
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ASSIGNMENT OF TRADEMARKS

WHEREAS, Safe-T Products, Inc., an Illinois corporation, having a place of business at 1142 N. Main, Lombard, Illinois 60148 (hereinafter "Assignor"), owns all right, title and interest in and to the trademarks and applications and registrations therefor, listed on the attached SCHEDULE OF TRADEMARKS, and the goodwill of the business symbolized by the aforesaid trademarks; and

WHEREAS, Learning Resources, Inc., an Illinois corporation, having a place of business at 380 N. Fairway Drive, Vernon Hills, Illinois 60061 (hereinafter "Assignee"), desires to acquire all of ASSIGNOR's right, title and interest in and to the aforesaid trademarks and applications and registrations therefor and the goodwill of the business symbolized by said trademarks.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said ASSIGNOR, pursuant to the Asset Purchase Agreement (the "Agreement"), has sold, transferred, and assigned and by these presents does hereby sell, transfer, and assign to ASSIGNEE, its successors, assigns and legal representatives, all of the right, title, and interest in and to the trademarks and applications and registrations therefor listed on the attached SCHEDULE OF TRADEMARKS and the goodwill of the business symbolized by said trademarks,

ASSIGNOR agrees: (a) to execute (i) all necessary papers throughout the world to be used in connection with the trademarks and registrations therefor listed on the attached Schedule as ASSIGNEE may deem necessary or expedient, (ii) all papers in connection with any interference, legal or other proceedings throughout the world to maintain, protect or enforce, or otherwise relating to, the trademarks and registrations therefor listed on attached Schedule and (iii) all papers and documents which may be necessary throughout the world in connection with the preparation and filing of any foreign applications for the trademarks and registrations therefor listed on attached Schedule (b) to cooperate with ASSIGNEE at ASSIGNEE's expense in every way reasonably possible in obtaining evidence and going forward in any such proceedings throughout the world; and (c) at ASSIGNEE's expense to perform all other affirmative acts which in ASSIGNEE's reasonable discretion may be necessary or desirable throughout the world to maintain, protect or enforce the trademarks and registrations therefor listed on attached Schedule. These obligations of assistance by Assignor shall survive the Closing Date stated in the Agreement and shall continue for so long as Assignee may require such assistance from Assignor.

ASSIGNOR hereby grants to the law firm of Michael Best & Friedrich LLP, Two Prudential Plaza, 180 N. Stetson Avenue, Suite 2000, Chicago, Illinois 60601 USA authority and power to insert on this instrument any further information which may be necessary or desirable for identifying any of the trademarks or trademark registrations listed on the attached Schedule for purposes of recordation in the United States Patent and Trademark Office or in any foreign country.

IN WITNESS WHEREOF this Assignment has been duly executed by an authorized officer of ASSIGNOR and is effective, as of June 23, 2006.

Safe-T Products, Inc. (Assignor)

By: 
Name: _____
Title: _____

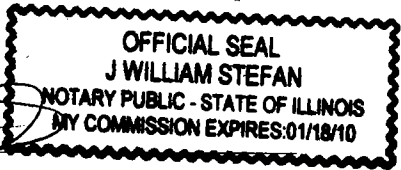
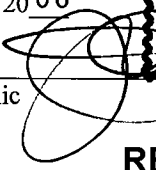
Dated: 23 June 2006

STATE OF Illinois)
) ss.
COUNTY OF Cook)

I, William Stefan, do hereby certify that the above-mentioned person appeared before me this day, and acknowledged that this Assignment was signed and delivered as the free and voluntary act of said person on behalf of the identified corporation with authority to do so, for the uses and purposes therein set forth.

Given under my hand and seal this 23rd day of June, 2006

Notary Public



TRADEMARK
REEL: 003343 FRAME: 0011

**SCHEDULE OF TRADEMARKS IN THE NAME OF
SAFE-T PRODUCTS, INC.**

U.S. Trademark Applications

Trademark	Country	Appln. No.	Filing Date
ALGEBRA MODELS	US	78/816624	02/16/2006
ANGLEGS	US	78/816656	02/16/2006
CLASSROOM CALC	US	78/832335	03/08/2006
CLINGGRIDS	US	78/832328	03/08/2006
GEOCUBE	US	78/459118	07/29/2004
POLYCONSTRUCTO	US	78/816596	02/16/2006
ULTRAFLEX	US	78/832344	03/08/2006
VIEW-THRU	US	78/816643	02/16/2006

U.S. Trademark Registrations

Trademark	Country	Reg. No.	Reg. Date
ALLLINK	US	2,656,393	12/03/2002
BULLSEYE	US	2,549,630	03/19/2002
CASH PAX	US	2,771,069	10/07/2003
CIRCLE PERFECT	US	2,134,674	02/03/1998
DAY/NIGHT TEACHER	US	2,736,257	07/15/2003
FRAX PAX	US	2,738,452	07/15/2003
MMARC	US	2,116,982	11/25/1997
SAFE-T	US	2,928,783	03/01/2005
SAFE-T COMPASS	US	1,768,063	04/27/1993
SAFE-T GUIDE	US	2,617,273	09/10/2002
SAFE-T MEASURES	US	2,204,504	11/17/1998
SAFE-T PLASTIC	US	1,967,533	04/09/1996
SAFE-T PROTRACTOR	US	2,723,419	06/10/2003
SAFE-T PROTRACTOR	US	1,972,019	04/30/1996
SAFE-T RULER	US	1,969,011	04/16/1996
SAFE-T RULER	US	2,706,391	04/15/2003
SAFE-T TRIANGLES	US	2,617,271	09/10/2002
STAKUBE	US	2,738,577	07/15/2003
WEIGH TOO	US	2,693,989	03/04/2003

State Trademark Registrations

Trademark	State	Reg. No.	Reg. Date
SAFE-T	Illinois	080289	04/10/1997
SAFE-T	Illinois	080288	04/10/1997
SAFE-T SCISSORS	Illinois	080287	04/10/1997

**SCHEDULE OF TRADEMARKS IN THE NAME OF
SAFE-T PRODUCTS, INC.**

Foreign Trademark Registrations

Trademark	Country	Reg. No.	Reg. Date
MMARC	Canada	TMA517334	09/29/1999
MMARC (in Katakana)	Japan	4204136	10/23/1998
MMARC & Design	European Community	000501320	06/23/1999
SAFE-T	Germany	30413538	08/09/2004
SAFE-T	United Kingdom	2357986	03/25/2005