

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------------------|------------------------------------|--------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Knowledge Adventure, Inc. | FORMERLY Knowledge Holdings, Inc. | 03/14/2011 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Venture Lending & Leasing VI, Inc. | | |
| Street Address: | 2010 North First Street, Suite 310 | | |
| City: | San Jose | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95131 | | |
| Entity Type: | CORPORATION: MARYLAND | | |
| PROPERTY NUMBERS Total: 53 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3442922 | JUMPSTART WORLD | |
| Registration Number: | 3442921 | JUMPSTART WORLD | |
| Registration Number: | 3175354 | JUMPSTART READING WITH KARAOKE | |
| Registration Number: | 3379274 | JUMP START | |
| Registration Number: | 2986075 | JUMPSTART: STUDY HELPERS | |
| Registration Number: | 3881461 | JUMPSTART GET MOVING | |
| Registration Number: | 3855330 | SAY IT IN | |
| Registration Number: | 2600108 | KID WORKS | |
| Registration Number: | 2409216 | DR. BRAIN | |
| Registration Number: | 2356767 | JUMPSTART | |
| Registration Number: | 2337590 | | |
| Registration Number: | 2337586 | | |
| Registration Number: | 2460530 | JUMP START | |
| Registration Number: | 2462886 | JUMP START | |

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TRADEMARK

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| Registration Number: | 2499700 | JUMPSTART |
| Registration Number: | 2601761 | BLASTER LEARNING SYSTEM |
| Registration Number: | 2667534 | READING BLASTER |
| Registration Number: | 2830250 | JUMP START |
| Registration Number: | 2432336 | SAY IT IN SPANISH |
| Registration Number: | 2434332 | SAY IT IN |
| Registration Number: | 3303023 | JUMP START |
| Registration Number: | 2601370 | JUMP START |
| Registration Number: | 2136628 | JUMPSTART TODDLERS |
| Registration Number: | 2043236 | KNOWLEDGE ADVENTURE |
| Registration Number: | 2473819 | JUMP START |
| Registration Number: | 2145124 | JUMP START |
| Registration Number: | 3178830 | JUMPSTART PRE-K |
| Registration Number: | 2943284 | JUMPSTART PRE-K |
| Registration Number: | 2189555 | JUMP START 5TH GRADE |
| Registration Number: | 2189554 | JUMP START 4TH GRADE |
| Registration Number: | 2106124 | JUMPSTART PRESCHOOL |
| Registration Number: | 2196129 | JUMP START 3RD GRADE |
| Registration Number: | 2106123 | JUMPSTART PRESCHOOL |
| Registration Number: | 2189535 | JUMP START 2ND GRADE |
| Registration Number: | 2189534 | JUMP START 2ND GRADE |
| Registration Number: | 2007427 | KNOWLEDGE ADVENTURE |
| Registration Number: | 2100597 | JUMP START FIRST GRADE |
| Registration Number: | 2100596 | JUMP START FIRST GRADE |
| Registration Number: | 2102487 | JUMP START KINDERGARTEN |
| Registration Number: | 2102486 | JUMP START KINDERGARTEN |
| Registration Number: | 1853532 | ENGLISH EXPRESS |
| Registration Number: | 1804246 | DINOSAUR ADVENTURE |
| Registration Number: | 1822053 | ISLAND OF DR. BRAIN |
| Registration Number: | 1667454 | MONOLOGUE |
| Registration Number: | 1532802 | MATH BLASTER! |
| Serial Number: | 77952231 | ADVENTURE |
| Serial Number: | 77952195 | ADVENTURE.COM |
| Serial Number: | 75712958 | MAX BLASTER |
| Serial Number: | 75804124 | BLASTER LEARNING SYSTEM |

| | | |
|----------------|----------|------------------|
| | 75440518 | SPELLING BLASTER |
| Serial Number: | 75369232 | WRITING BLASTER |
| Serial Number: | 75340189 | BRAIN BLASTER |
| Serial Number: | 75275220 | BLASTER PALS |

CORRESPONDENCE DATA

Fax Number: (415)777-4961
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 415 981 1400
Email: gkiviat@grmslaw.com
Correspondent Name: Jeffrey T. Klugman
Address Line 1: Four Embarcadero Center, Suite 4000
Address Line 4: San Francisco, CALIFORNIA 94111

| | |
|-------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 47558/0067 |
| NAME OF SUBMITTER: | Jeffrey T. Klugman |
| Signature: | /Jeffrey T. Klugman/ |
| Date: | 03/30/2011 |

Total Attachments: 18
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ORIGINAL

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of March 14, 2011, by and between KNOWLEDGE ADVENTURE, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING VI, INC., a Maryland corporation ("Secured Party").

RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, and Secured Party, as lender, as such agreement may from time to time be amended, restated, supplemented or otherwise modified (the "Loan Agreement"), Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications 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; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications 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, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above:

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would affect Borrower's rights to such trademarks under to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except for Permitted Liens and Transfers that are otherwise permitted under Section 6.5 of the Loan Agreement;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and Transfers that are otherwise permitted under Section 6.5 of the Loan Agreement;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Party within forty-five (45) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any new applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of any material Trademarks, Patents and Copyrights (ii) detect infringements of any material Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which consent shall not be unreasonably withheld;

(f) Grantor shall apply for registration on an expedited basis (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within forty-five (45) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral.

3. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, if capable of being cured, such breach is not cured within 45 days after the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to any officer of Grantor: provided, however that if such breach is not capable of being cured within such 45-day period and Grantor timely notifies Secured Party of such fact and Grantor diligently pursues such cure, then the cure period shall be extended to the date requested in Grantor's notice but in no event more than 120 days from the initial breach: provided, further, that such additional 60-day opportunity to cure shall not apply in the case of any failure to perform or observe any covenant which has been the subject of a prior failure within the preceding 180 days or which is a willful and knowing breach by Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature Page Follows]

ORIGINAL

[Signature page to Intellectual Property Security Agreement]

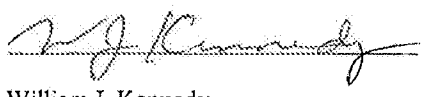
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR

Address of Grantor:

KNOWLEDGE ADVENTURE, INC.

2377 Crenshaw Boulevard
Suite 302
Torrance, CA 90501
Attn: Vice-President, Finance

By: 

Name: William J. Kennedy

Its: Treasurer and Vice President, Finance & Administration

SECURED PARTY

Address of Secured Party:

VENTURE LENDING & LEASING VI, INC.

2010 North First Street, Suite 310
San Jose, CA 95131
Attn: President

By: _____

Name: _____

Its: _____

[Signature page to Intellectual Property Security Agreement]

ORIGINAL

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR

Address of Grantor:

KNOWLEDGE ADVENTURE, INC.

2377 Crenshaw Boulevard
Suite 302
Torrance, CA 90501
Attn: Vice-President, Finance

By: _____

Name: William J. Kennedy

Its: Treasurer and Vice President, Finance &
Administration

SECURED PARTY

Address of Secured Party:

VENTURE LENDING & LEASING VI, INC.

2010 North First Street, Suite 310
San Jose, CA 95131
Attn: President

By:  _____

Name: David Wanek

Its: Vice President

EXHIBIT A

Copyrights

See next pages.

47558/0067
JTK/392303.2

TRADEMARK
REEL: 004511 FRAME: 0347

| Title | Copyright Number | Copyright Date |
|---|------------------|----------------|
| 3D Dino Adventure (1) | 831-625 | 3/21/1996 |
| Curious George Downton Adventure (1) | PA 1-122-447 | 7/25/2002 |
| Dinosaur Adventure 3-D (1) | PA 965-517 | 10/18/1999 |
| 3-D dinosaur adventure - learning science was never this much fun (1) | PA 831-620 | 3/21/1996 |
| Alge Blaster Plus | Not Registered | Not Registered |
| Algeblaster | Not Registered | Not Registered |
| Alge-Blaster 3 | TX 4-410-101 | 12/24/1996 |
| Blaster Classroom | Not Registered | Not Registered |
| Blaster Learning System 3Rs: Arithmetic: Ages 4-6 | Not Registered | Not Registered |
| Blaster Learning System 3Rs: Math Ages 6-9 | Not Registered | Not Registered |
| Blaster Learning System 3Rs: Math Ages 9-12 | Not Registered | Not Registered |
| Blaster Learning System 3Rs: Reading Ages 6-9 | Not Registered | Not Registered |
| Blaster Learning System 3Rs: Writing Ages 6-9 | Not Registered | Not Registered |
| Blaster Learning System 3Rs: Kid Works Deluxe | Not Registered | Not Registered |
| Blaster Learning System 3Rs: Reading Blaster 9-12 | Not Registered | Not Registered |
| Blaster Learning System 3Rs: Reading Blaster Ages 4-6 Blaster Learning System 3Rs: Writing 9-12 | Not Registered | Not Registered |
| Blaster Sticker Maker | Not Registered | Not Registered |
| Blaster Virtual Classroom | Not Registered | Not Registered |
| Geometry Blaster | Not Registered | Not Registered |
| High grade fuel: math blaster plus! | TX 2-250-539 | 12/14/1987 |
| Math and Me | TX 2-635-380 | 8/14/1989 |
| Math and Me (IBM version) | TX 2-634-305 | 8/14/1989 |
| Math Blaster 9-12 | TX 4-571-452 | 11/6/1997 |
| Math Blaster Ages 4-6 | Not Registered | Not Registered |
| Math Blaster Ages 5-7 | Not Registered | Not Registered |
| Math Blaster Ages 5-7 Network | Not Registered | Not Registered |
| Math Blaster Ages 6-7 | Not Registered | Not Registered |
| Math Blaster Ages 6-8 | Not Registered | Not Registered |
| Math Blaster Ages 6-9 | Not Registered | Not Registered |
| Math Blaster Ages 6-9 Network | Not Registered | Not Registered |
| Math Blaster Ages 7-8 | Not Registered | Not Registered |
| Math Blaster Ages 7-9 | Not Registered | Not Registered |
| Math Blaster Ages 8-9 | Not Registered | Not Registered |
| Math Blaster Algebra | TX 4-571-451 | 11/6/1997 |
| Math Blaster Classics | Not Registered | Not Registered |
| Math Blaster Cross Terrain Challenge | 1-062-132 | 8/8/2001 |
| Math Blaster Episode 1 | Not Registered | Not Registered |
| Math Blaster Episode 2 (Lostcity) | Not Registered | Not Registered |
| Math Blaster for 1 st Grade | PA 967-770 | 12/20/1999 |
| Math Blaster for 2 nd Grade | PA 967-769 | 12/20/1999 |
| Math Blaster for 3 rd Grade | PA 967-760 | 12/20/1999 |
| Math Blaster for 4 th Grade | PA 967-761 | 12/20/1999 |
| Math Blaster for 5 th Grade | PA 967-649 | 12/20/1999 |
| Math Blaster Geometry | Not Registered | Not Registered |
| Math Blaster Jr. | TX 4-390-801 | 8/30/1996 |
| Math Blaster Mystery | TX 4-554-157 | 1/6/1997 |
| Math Blaster Plus! | TX 2-215-812 | 8/24/1987 |
| Math Blaster Pre-Algebra | Not Registered | Not Registered |
| Math Blaster! | PA 316-465 | 1/22/1987 |
| Math Blaster! Apple version | PA 308-258 | 11/13/1986 |
| Math Blaster! In Search of Spot | Not Registered | Not Registered |
| Mega Math Blaster | PA 801-090 | 9/23/1996 |
| Middle School Excellence | Not Registered | Not Registered |
| New Math Blaster Plus - Mac | Not Registered | Not Registered |
| Reading and Me | TX 2-639-240 | 8/10/1989 |
| Reading and Me | TX 2-671-289 | 8/10/1989 |
| Reading Blaster (World Snatchers) | Not Registered | Not Registered |
| Reading Blaster 1st Grade | Not Registered | Not Registered |
| Reading Blaster 2000 | TX 4-405-713 | 1/2/1997 |
| Reading Blaster Ages 4-6 | Not Registered | Not Registered |
| Reading Blaster Ages 4-6 Stage 2 | Not Registered | Not Registered |
| Reading Blaster Ages 4-6 Network | Not Registered | Not Registered |
| Reading Blaster Ages 4-6 Stage 1 | Not Registered | Not Registered |
| Reading Blaster Ages 5-6 | Not Registered | Not Registered |
| Reading Blaster Ages 5-7 | Not Registered | Not Registered |
| Reading Blaster Ages 6-7 | Not Registered | Not Registered |
| Reading Blaster Ages 6-8 | Not Registered | Not Registered |
| Reading Blaster Ages 6-9 | Not Registered | Not Registered |
| Reading Blaster Ages 7-8 | Not Registered | Not Registered |
| Reading Blaster Ages 9-12 | TX 4-571-449 | 11/6/1997 |
| Reading Blaster for 1st Grade | PA 967-848 | 12/20/1999 |
| Reading Blaster for 2nd Grade | PA 967-769 | 12/20/1999 |
| Reading Blaster for 3rd Grade | PA 967-759 | 12/20/1999 |
| Reading Blaster for 4 th Grade | PA 967-771 | 12/20/1999 |
| Reading Blaster for 5 th Grade | PA 967-772 | 12/20/1999 |
| Reading Blaster for Kindergarten | PA 967-767 | 12/20/1999 |
| Reading Blaster Jr. | TX 4-418-747 | 8/29/1996 |
| Reading Blaster Kindergarten | Not Registered | Not Registered |

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TRADEMARK
REEL: 004511 FRAME: 0348

| Title | Copyright Number | Copyright Date |
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| Reading Blaster Mysteries | Not Registered | Not Registered |
| Reading Blaster Vocabulary | PA 935-107 | 3/17/1999 |
| Reading Blaster Vocabulary Ages 9-12 | Not Registered | Not Registered |
| Science Blaster | Not Registered | Registered |
| Science Blaster Jr. | TX 4-405-710 | 12/16/1996 |
| Spelling Blaster 6-9 | PA 914-305 | 8/3/1998 |
| Talking Math and Me for the Apple II/5 | TX 2-640-366 | 8/23/1999 |
| Talking Reading and Me for the Apple II/5 | TX 2-659-924 | 8/24/1999 |
| Word Blaster | TX 4-405-712 | 11/25/1998 |
| Writing Blaster Ages 6-9 | Not Registered | Not Registered |
| Code Head: Calculated Risk | Not Registered | Not Registered |
| Code Head: X-Treme Culture | Not Registered | Not Registered |
| Dino Battles (1) | Not Registered | Not Registered |
| Action Reaction | PA 96-843 | 11/5/1999 |
| Thinking Games - IQ Adventure | PA 917-917 | 11/12/1998 |
| Lost Mind of Dr. Brain | Not Registered | Not Registered |
| MindVenture | Not Registered | Not Registered |
| Thinking Games - Puzzle Madness | PA 917-915 | 11/12/1998 |
| The Island of Dr. Brain | Not Registered | Not Registered |
| Time Warp of Dr. Brain | Not Registered | Not Registered |
| Eat My Dust (2) | Not Registered | Not Registered |
| Atlas Engine | Not Registered | Not Registered |
| Broadway Engine | Not Registered | Not Registered |
| Circus Engine | Not Registered | Not Registered |
| Ozone Tool | Not Registered | Not Registered |
| English Express | Not Registered | Not Registered |
| 123 Fun | TX 5-791-485 | 9/10/2003 |
| 1st Grade Environment | TX 5-333-949 | 1/17/2001 |
| 1st Grade Math Readiness | TX 5-244-961 | 1/23/2001 |
| 1st Grade Parts of Speech | TX 5-367-203 | 3/14/2001 |
| 1st Grade Time & Money | TX 5-244-965 | 1/23/2001 |
| 2nd Grade Math Workshop | TX 5-244-966 | 1/23/2001 |
| 2nd Grade Time & Money | TX 5-244-967 | 1/23/2001 |
| ABC Fun | TX 5-793-483 | 9/10/2003 |
| CJ and the Mysterious Map | TX 5-200-806 | 6/14/2000 |
| Davidson's Learning Center Series: 3rd grade | PA 910-332 | 8/11/1996 |
| Eleanor's enormous ears | TX 5-331-975 | 1/11/2001 |
| Eleanor's enormous ears | TX 5-367-124 | 3/14/2001 |
| Entering 2nd Grade | TX 5-550-644 | 6/21/2002 |
| Entering pre-K | TX 5-550-043 | 6/21/2002 |
| JumpStart: 2 grade reading & writing | TX 5-225-778 | 6/14/2000 |
| JumpStart: pre-K: colors, shapes & sizes | TX 5-225-775 | 6/14/2000 |
| wild weather day | TX 5-367-557 | 3/14/2001 |
| JumpStart 2nd grade homework helper | TX 5-485-606 | 2/21/2002 |
| JumpStart 2nd grade: jumbo workbook | TX 5-354-071 | 3/19/2001 |
| JumpStart 2nd grade: reading & social studies | TX 5-354-073 | 3/19/2001 |
| JumpStart Advanced | PA 1-118-783 | 7/25/2002 |
| JumpStart Advanced kindergarten | PA 1-118-796 | 7/25/2002 |
| JumpStart kindergarten science Re nature | TX 5-412-828 | 6/26/2001 |
| JumpStart kindergarten shapes, sizes & sequences | TX 5-269-870 | 1/11/2001 |
| JumpStart kindergarten: 1-opsalot's garden | TX 5-367-556 | 3/14/2001 |
| JumpStart prep | TX 5-550-796 | 6/21/2002 |
| JumpStart: 1 grade math | TX 5-225-777 | 6/14/2000 |
| JumpStart: 1st grade phonics | TX 5-225-045 | 6/14/2000 |
| JumpStart: 1st grade reading | TX 5-225-036 | 6/14/2000 |
| JumpStart: 2nd grade math | TX 5-225-034 | 6/14/2000 |
| JumpStart 2nd Grade Phonics | TX 5-225-033 | 6/14/2000 |
| JumpStart: kindergarten math readiness | TX 5-225-031 | 6/14/2000 |
| JumpStart: kindergarten reading readiness | TX 5-225-032 | 6/14/2000 |
| JumpStart Pre-K Counting 1-20 | TX 5-225-779 | 6/14/2000 |
| JumpStart Pre-K Uppercase Letters | TX 5-225-780 | 6/14/2000 |
| JumpStart 1 st Grade | PA 831-622 | 3/21/1996 |
| JumpStart 1 st Grade Math | PA 871-437 | 12/18/1997 |
| JumpStart 1st Grade Reading | PA 842-145 | 10/24/1997 |
| JumpStart 2nd Grade | PA 831-619 | 11/15/1996 |
| JumpStart 2nd Grade Math | PA 871-439 | 12/18/1997 |
| JumpStart 3rd Grade | PA 840-80 | 12/16/1996 |
| JumpStart 4 th Grade | PA 840-865 | 12/16/1996 |
| JumpStart 5 th Grade | PA 842-146 | 10/24/1997 |
| JumpStart Baby | PA 905-178 | 7/14/1998 |
| JumpStart Kindergarten | PA 868-852 | 10/24/1997 |
| JumpStart Kindergarten | PA 831-630 | 3/21/1996 |
| JumpStart Kindergarten Reading | PA 840-866 | 12/16/1996 |
| JumpStart pre-K | PA 840-864 | 12/16/1996 |
| JumpStart Toddlers | PA 831-621 | 3/21/1996 |
| JumpStart Twirls | PA 842-141 | 10/27/1997 |
| JumpStart 1st grade: jumbo workbook | TX 5-354-068 | 3/19/2001 |
| JumpStart 1st grade: sounds | TX 5-354-066 | 3/19/2001 |

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| Title | Copyright Number | Copyright Date |
|---|------------------|----------------|
| JumpStart 1st grade: super spelling | TX 5-354-065 | 3/19/2001 |
| JumpStart 1st - 3rd Grade Learning Playground | Not Registered | Not Registered |
| JumpStart 2nd grade: parts of speech | TX 5-354-063 | 3/19/2001 |
| JumpStart 2nd grade: spelling challenge | TX 5-354-067 | 3/19/2001 |
| JumpStart 8th Grade | PA 917-914 | 11/12/1998 |
| JumpStart ABC's | PA 965-510 | 11/9/1999 |
| JumpStart Advance 1st Grade | Not Registered | Not Registered |
| JumpStart Advance 2nd Grade | Not Registered | Not Registered |
| JumpStart Advance 3rd Grade | Not Registered | Not Registered |
| JumpStart Advance 4th Grade | Not Registered | Not Registered |
| JumpStart Advance 5th/6th Grade | Not Registered | Not Registered |
| JumpStart Advance Kindergarten | Not Registered | Not Registered |
| JumpStart Advanced Preschool | Not Registered | Not Registered |
| JumpStart Advanced Toddler | Not Registered | Not Registered |
| JumpStart Animals | Not Registered | Not Registered |
| JumpStart Artist | PA 973-405 | 12/29/2000 |
| JumpStart Baby | PA 1-023-125 | 12/6/2000 |
| JumpStart Character: Casey (The Cat) | VA 1-138-548 | 4/10/2002 |
| JumpStart Character: CJ (The Frog) | VA 1-138-547 | 4/10/2002 |
| JumpStart Character: Edison (The Firefly) | VA 1-138-546 | 4/10/2002 |
| JumpStart Character: Hopsalot (The Rabbit) | VA 1-138-545 | 4/10/2002 |
| JumpStart Character: Kisha (The Koala) | VA 1-138-544 | 4/10/2002 |
| JumpStart Character: Pierre (The Polar Bear) | VA 1-138-543 | 4/10/2002 |
| JumpStart Classics Line | Not Registered | Not Registered |
| JumpStart Dino Adventure | PA 1-063-139 | 10/25/2001 |
| JumpStart Karaoke | Not Registered | Not Registered |
| JumpStart Kindergarten sounds & letters | TX 5-278-646 | 3/16/2000 |
| JumpStart Learning Games | Not Registered | Not Registered |
| JumpStart Learning Games ABC's | PA 960-094 | 5/10/2000 |
| JumpStart Learning Games Music | PA 917-913 | 11/12/1998 |
| JumpStart Learning Games Numbers | PA 923-316 | 11/12/1998 |
| JumpStart Learning Games Phonics | PA 1-009-455 | 5/10/2000 |
| JumpStart Learning Games Spelling | PA 917-919 | 11/12/1998 |
| JumpStart Learning PlayGradeound | Not Registered | Not Registered |
| JumpStart Longhorn | Not Registered | Not Registered |
| JumpStart Math for Kindergartners | PA 881-721 | 2/12/1999 |
| JumpStart Math Kindergarten | Not Registered | Not Registered |
| JumpStart Phonics | PA 963-527 | 1/27/2000 |
| JumpStart Phonics | PA 965-509 | 11/9/1999 |
| JumpStart pre-K: following directions | TX 5-354-064 | 3/19/2001 |
| JumpStart Prep | TX 5-558-375 | 7/1/2001 |
| JumpStart Preschool | PA 917-916 | 11/12/1998 |
| JumpStart Preschool Getting A Head Start on Education | PA 817-232 | 09/5/1995 |
| JumpStart Reading 2nd Grade | Not Registered | Not Registered |
| JumpStart Reading for Second Graders | PA 941-815 | 2/12/1999 |
| JumpStart Reading Kindergarten | Not Registered | Not Registered |
| JumpStart Reading 2nd Grade | Not Registered | Not Registered |
| JumpStart Spanish | PA 876-402 | 12/23/1997 |
| JumpStart Spelling | Not Registered | Not Registered |
| JumpStart Sw Master: Max | PA 1-060-252 | 10/25/2001 |
| JumpStart Sw Masters: Max Strikes Back | PA 1-060-252 | 10/25/2001 |
| JumpStart Sw Masters: Unmask the Prankster | PA 1-060-254 | 10/25/2001 |
| JumpStart Study Helpers-Math | Not Registered | Not Registered |
| JumpStart Study Helpers-Spel | Not Registered | Not Registered |
| JumpStart Typing | Not Registered | Not Registered |
| JumpStart Wildlife Safari | PA 1-067-690 | 11/9/2001 |
| JumpStart: Explorers | PA 1-065-532 | 11/9/2001 |
| JumpStart: Long Jaceo Tin | PA 1-065-535 | 11/9/2001 |
| JumpStart: kindergarten lowercase letters | TX 5-225-035 | 6/14/2000 |
| JumpStart: letter games: pre-K | TX 5-279-959 | 9/13/2000 |
| JumpStart: prefixes & suffixes: 2nd grade | TX 5-279-956 | 9/13/2000 |
| JumpStart: rhyming words: pre-K | TX 5-279-957 | 9/13/2000 |
| JumpStart: vowels & consonants: 1st grade | TX 5-279-960 | 9/13/2000 |
| Just in time! | TX 5-230-175 | 6/14/2000 |
| Kindergarten | TX 5-367-200 | 3/14/2001 |
| Kindergarten story: Ling | TX 5-367-201 | 3/14/2001 |
| Kindergarten time & measurement | TX 5-244-962 | 1/23/2001 |
| Kindergarten: reading & writing | TX 5-367-194 | 3/14/2001 |
| Lost and found in Jump start town | TX 5-230-173 | 6/14/2000 |
| Pre-K thinking skills | TX 5-333-849 | 1/17/2001 |
| Pre-K word games | TX 5-367-203 | 3/14/2001 |
| Pre-K: match & remember | TX 5-367-195 | 3/14/2001 |
| Rain, rain, go away! | TX 5-230-174 | 6/14/2000 |
| The great giant problem | TX 5-367-125 | 3/14/2001 |
| Who Left the Juice | Not Registered | Not Registered |
| KA Classroom 1st Grade | Not Registered | Not Registered |
| KA Classroom 2nd Grade | Not Registered | Not Registered |
| KA Classroom 3rd Grade | Not Registered | Not Registered |

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| Title | Copyright Number | Copyright Date |
|--|------------------|----------------|
| KA Classroom K | Not Registered | Not Registered |
| Go Fish | PA 623-340 | 11/24/1996 |
| Kid Pilot | PA 623-329 | 11/24/1996 |
| Kid Cad | Not Registered | Not Registered |
| Kid Keys | Not Registered | Not Registered |
| Kid Keys - DOS | Not Registered | Not Registered |
| Kid Keys 2 | Not Registered | Not Registered |
| Kid Keys 2 Network | Not Registered | Not Registered |
| Kid Phonics 1 | Not Registered | Not Registered |
| Kid Phonics 2 | TX 4-420-785 | 10/21/1996 |
| Kid Works | Not Registered | Not Registered |
| Kid Works 2 Mac | Not Registered | Not Registered |
| Kid Works 3 | Not Registered | Not Registered |
| Kid Works Bilingual French | Not Registered | Registered |
| Kid Works Deluxe | TX 4-642-822 | 1/24/1997 |
| Kid Works Deluxe Network | Not Registered | Not Registered |
| Kid Works Month by Month | Not Registered | Not Registered |
| Multimedia Workshop | PA 640-671 | 6/24/1996 |
| The Cruncher | TX 4-418-748 | 9/21/1996 |
| The Cruncher 2 | Not Registered | Not Registered |
| The Cruncher Bilingual | Not Registered | Not Registered |
| The Cruncher Deluxe | Not Registered | Not Registered |
| Grammar Games | Not Registered | Not Registered |
| Homeworker | Not Registered | Not Registered |
| Knowledge and | Not Registered | Not Registered |
| My First Encyclopedia | Not Registered | Not Registered |
| Math Excellence | Not Registered | Not Registered |
| Newtons Quest 4 Grade | Not Registered | Not Registered |
| Newtons Quest 5 Grade | Not Registered | Not Registered |
| Newtons Quest 6 th Grade | Not Registered | Not Registered |
| Newtons Quest 7 th Grade | Not Registered | Not Registered |
| After the Beanstalk | Not Registered | Not Registered |
| Baxter's Birthday | Not Registered | Not Registered |
| Fazool's Day at the Beach | Not Registered | Not Registered |
| Louie LumpField | Not Registered | Not Registered |
| The Lie | Not Registered | Not Registered |
| Yolanda Yells A Lot | Not Registered | Not Registered |
| Read n' Roll | TX 2-675-357 | 6/21/1996 |
| Read n' Roll | TX 2-637-261 | 8/14/1996 |
| French for the Real World | PA 612-157 | 10/5/1996 |
| Grammar for the Real World | PA 636-104 | 3/17/1996 |
| Math for the Real World | TX 4-619-815 | 10/16/1997 |
| Spanish for the Real World | Not Registered | Not Registered |
| Speed Reader | Not Registered | Not Registered |
| Ultimate Speed Reader | TX 4-571-450 | 10/21/1997 |
| Spell It 3 | Not Registered | Not Registered |
| Spell It Deluxe | TX 4-360-602 | 6/20/1996 |
| Spell It Plus - Mac | Not Registered | Not Registered |
| Stay Tuned | TX 4-420-797 | 10/7/1996 |
| Story Club | Not Registered | Not Registered |
| Superstar Rivals | Not Registered | Not Registered |
| AI in One | Not Registered | Not Registered |
| AI in One | Not Registered | Not Registered |
| AI in One - German | Not Registered | Not Registered |
| AI in One - Japanese | Not Registered | Not Registered |
| AI in One - Mac | Not Registered | Not Registered |
| Beginner English French Release | Not Registered | Not Registered |
| Beginner English German Release | Not Registered | Not Registered |
| Beginner English Italian Release | Not Registered | Not Registered |
| Beginner English Nordic Release | Not Registered | Not Registered |
| Business English | Not Registered | Not Registered |
| Business English - Asian Patch | Not Registered | Not Registered |
| Business English for French | Not Registered | Not Registered |
| Business English for German | Not Registered | Not Registered |
| Business English for Nordic | Not Registered | Not Registered |
| Business English for Russian | Not Registered | Not Registered |
| Business English for Swedish | Not Registered | Not Registered |
| Games In German | Not Registered | Not Registered |
| Games in Japanese | Not Registered | Not Registered |
| Games in Spanish | Not Registered | Not Registered |
| Games: Playing with Language - AI in One | Not Registered | Not Registered |
| Goldilocks and the Three Bears English and Spanish | Not Registered | Not Registered |
| Goldilocks and the Three Bears French | Not Registered | Not Registered |
| Goldilocks and the Three Bears in English | PA 643-474 | N/A |
| Goldilocks and the Three Bears in Japanese | Not Registered | Not Registered |
| Goldilocks and the Three Bears in Spanish | PA 643-475 | N/A |
| Goldilocks and the Three Bears Spanish & French | Not Registered | Not Registered |
| Habla Aleman | Not Registered | Not Registered |

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| Title | Copyright Number | Copyright Date |
|---|------------------|----------------|
| Habla Francés | Not Registered | Not Registered |
| Habla Inglés | Not Registered | Not Registered |
| Habla Italiano | Not Registered | Not Registered |
| Introductory Games in English | PA 643-460 | N/A |
| Introductory Games in French | PA 643-475 | N/A |
| Introductory Games in German | PA 643-479 | N/A |
| Introductory Games in Japanese | PA 643-477 | N/A |
| Introductory Games in Spanish | PA 643-476 | N/A |
| Kids English | Not Registered | Not Registered |
| Kids English for German | Not Registered | Not Registered |
| Kids English for Portuguese | Not Registered | Not Registered |
| Kids English for Spanish | Not Registered | Not Registered |
| Language Connect Instante English | Not Registered | Not Registered |
| Learn English Your Way | Not Registered | Not Registered |
| Learn English Your Way for French | Not Registered | Not Registered |
| Learn English Your Way for German | Not Registered | Not Registered |
| Learn English Your Way for Japanese | Not Registered | Not Registered |
| Learn English Your Way for Portuguese | Not Registered | Not Registered |
| Learn English Your Way for Russian | Not Registered | Not Registered |
| Learn English Your Way for Spanish | Not Registered | Not Registered |
| Learn French Your Way | Not Registered | Not Registered |
| Learn French Your Way - Phoenix Version | Not Registered | Not Registered |
| Learn French Your Way for Swedish | Not Registered | Not Registered |
| Learn French Your Way UK Version | Not Registered | Not Registered |
| Learn Inglés Your Way for Portuguese | Not Registered | Not Registered |
| Learn Spanish Your Way | Not Registered | Not Registered |
| Learn Spanish Your Way | Not Registered | Not Registered |
| Learn Spanish Your Way - Phoenix Version | Not Registered | Not Registered |
| Learn Spanish Your Way - Swede | Not Registered | Not Registered |
| Learn Spanish Your Way - UK | Not Registered | Not Registered |
| Lets Talk French | Not Registered | Not Registered |
| Lets Talk French and Spanish | Not Registered | Not Registered |
| Lets Talk German for English | Not Registered | Not Registered |
| Lets Talk German for French | Not Registered | Not Registered |
| Lets Talk Italian for English | Not Registered | Not Registered |
| Lets Talk Italian for French | Not Registered | Not Registered |
| Mark Shanahan Spanish English Dictionary | Not Registered | Not Registered |
| Multimedia Language System | Not Registered | Not Registered |
| Premier English | Not Registered | Not Registered |
| Self Study Spanish | Not Registered | Not Registered |
| Self Study Spanish | Not Registered | Not Registered |
| Self Study Spanish - Culture Break | Not Registered | Not Registered |
| Smart Start Chinese | Not Registered | Not Registered |
| Smart Start English | Not Registered | Not Registered |
| Smart Start English for Portuguese | Not Registered | Not Registered |
| Smart Start English for Spanish | Not Registered | Not Registered |
| Smart Start French | Not Registered | Not Registered |
| Smart Start French for Portuguese | Not Registered | Not Registered |
| Smart Start French for Spanish | Not Registered | Not Registered |
| Smart Start German | Not Registered | Not Registered |
| Smart Start German for Portuguese | Not Registered | Not Registered |
| Smart Start German for Spanish | Not Registered | Not Registered |
| Smart Start Hebrew | Not Registered | Not Registered |
| Smart Start Inglés | Not Registered | Not Registered |
| Smart Start Italian | Not Registered | Not Registered |
| Smart Start Japanese | Not Registered | Not Registered |
| Smart Start Spanish | Not Registered | Not Registered |
| Smart Start Spanish for Portuguese | Not Registered | Not Registered |
| Success in French | Not Registered | Not Registered |
| Success in Spanish | Not Registered | Not Registered |
| Triple Play Demo - Comp USA | Not Registered | Not Registered |
| Triple Play English | Not Registered | Not Registered |
| Triple Play English | Not Registered | Not Registered |
| Triple Play English - Hearing Impaired | Not Registered | Not Registered |
| Triple Play English for Japanese | Not Registered | Not Registered |
| Triple Play French | Not Registered | Not Registered |
| Triple Play Plus Chinese | Not Registered | Not Registered |
| Triple Play Plus English Demos | Not Registered | Not Registered |
| Triple Play Plus English for French | Not Registered | Not Registered |
| Triple Play Plus English for German | Not Registered | Not Registered |
| Triple Play Plus English for Hearing Impaired | Not Registered | Not Registered |
| Triple Play Plus English for Japanese | Not Registered | Not Registered |
| Triple Play Plus English for Russian | Not Registered | Not Registered |
| Triple Play Plus English for Spanish | Not Registered | Not Registered |
| Triple Play Plus Hebrew | Not Registered | Not Registered |
| Triple Play Plus Italian | Not Registered | Not Registered |
| Triple Play Plus Japanese | Not Registered | Not Registered |
| Triple Play Plus English | TX 4-571-245 | N/A |

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| Title | Copyright Number | Copyright Date |
|--|------------------|----------------|
| Triple Play Plus! English: ages 9 - adult | TX 4-571-453 | N/A |
| Triple Play Plus! French | TX 4-571-448 | N/A |
| Triple Play Plus! French: ages 9-adult | TX 4-571-454 | N/A |
| Triple Play Plus! German | TX 4-571-447 | N/A |
| Triple Play Plus! Spanish | TX 4-571-446 | N/A |
| Triple Play Plus! Spanish: ages 9-adult | TX 4571455 | N/A |
| Triple Play Spanish | Not Registered | Not Registered |
| Amazing English Word Attack 3 | Not Registered | Not Registered |
| Ultimate Word Attack | TX 4-502-359 | 5/9/1997 |
| Word Attack Phist Spanish | TX 2-640-374 | 8/24/1999 |
| Word Attack | Not Registered | Not Registered |
| Word Attack 3 | Not Registered | Not Registered |
| Word Attack Plus | Not Registered | Not Registered |
| Word Attack Plus | TX 2-640-365 | 8/10/1999 |
| Word Attack Plus - DOS | Not Registered | Not Registered |
| Word Attack Plus! French | TX 2-640-375 | 8/24/1999 |
| Word Attack Plus! French | TX 2-640-375 | 8/24/1999 |
| Word Attack Plus! French | TX 2-640-373 | 8/23/1999 |
| Word Attack Plus! Spanish | TX 2-640-373 | 8/24/1999 |
| Word Attack! Apple Version | PA 306-256 | 11/17/1986 |
| Word Attack! By Davidson & Associates and Richard K. Eckert, Jr. | PA 316-471 | 1/22/1997 |
| JumpStart Reading With Karaoke | Not Registered | Not Registered |
| JumpStart Phonics Read & Rhyme | Not Registered | Not Registered |
| KA Books By You | Not Registered | Not Registered |
| JumpStart World Kindergarten | Not Registered | Not Registered |
| JumpStart World 1st Grade | Not Registered | Not Registered |
| JumpStart World 2nd Grade | Not Registered | Not Registered |
| JumpStart World Preschool | Not Registered | Not Registered |
| MathBuster DS | Not Registered | Not Registered |
| Early Literacy Building Skills | Not Registered | Not Registered |
| Early Literacy Comprehension | Not Registered | Not Registered |
| Early Literacy Learn at Home | Not Registered | Not Registered |
| JumpStart World Pet Playground | Not Registered | Not Registered |
| JumpStart World Preschool ABCs | Not Registered | Not Registered |
| JumpStart 3D Virtual World Ages 3-5: My First Adventure | Not Registered | Not Registered |
| JumpStart 3D Virtual World Ages 4-6: The Legend of Grizzly McGuffin | Not Registered | Not Registered |
| JumpStart 3D Virtual World Ages 5-7: Trouble in Town | Not Registered | Not Registered |
| JumpStart 3D Virtual World Ages 5-8: The Quest for the Color Meister | Not Registered | Not Registered |
| KA Academy Vocabulary & Reading Comprehension | Not Registered | Not Registered |
| KA Academy Vocabulary & Reading Interactive Whiteboard | Not Registered | Not Registered |
| KA Classroom (aka JS Assessment Test) | Not Registered | Not Registered |
| Math Buster Master the Basics | Not Registered | Not Registered |
| Reading Readiness At Home | Not Registered | Not Registered |
| Reading Readiness | Not Registered | Not Registered |

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EXHIBIT B

Patents

Description

Registration/Serial Number

Registration/Application Date

None.

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EXHIBIT C

Trademarks

See next pages.

**Knowledge Adventure, Inc.
Trademark Schedule - United States**

| # | Serial Number | Reg. Number | Word Mark |
|----|---------------|-------------|--------------------------------|
| 1 | 78931296 | 3442922 | JUMPSTART WORLD |
| 2 | 78931269 | 3442921 | JUMPSTART WORLD |
| 3 | 78605347 | 3175354 | JUMPSTART READING WITH KARAOKE |
| 4 | 78255675 | 3379274 | JUMP START |
| 5 | 78145627 | 2986075 | JUMPSTART: STUDY HELPERS |
| 6 | 77902932 | 3881461 | JUMPSTART GET MOVING |
| 7 | 77952231 | | ADVENTURE |
| 8 | 77952195 | | ADVENTURE.COM |
| 9 | 77406332 | 3855330 | SAY IT IN |
| 10 | 76019946 | 2600108 | KID WORKS |
| 11 | 75536954 | 2409216 | DR. BRAIN |
| 12 | 75558011 | 2356767 | JUMPSTART |
| 13 | 75542000 | 2337590 | |
| 14 | 75541597 | 2337586 | |
| 15 | 75712958 | | MAX BLASTER |
| 16 | 75980266 | 2460530 | JUMP START |
| 17 | 75980234 | 2462886 | JUMP START |
| 18 | 75890978 | 2499700 | JUMPSTART |
| 19 | 75804124 | | BLASTER LEARNING SYSTEM |
| 20 | 75804123 | 2601761 | BLASTER LEARNING SYSTEM |
| 21 | 75709812 | 2667534 | READING BLASTER |
| 22 | 75429797 | 2830250 | JUMP START |
| 23 | 75456420 | 2432336 | SAY IT IN SPANISH |

**Knowledge Adventure, Inc.
Trademark Schedule - United States**

| # | Serial Number | Reg. Number | Word Mark |
|----|---------------|-------------|------------------------|
| 24 | 75456419 | 2434332 | SAY IT IN |
| 25 | 75440518 | | SPELLING BLASTER |
| 26 | 75429794 | 3303023 | JUMP START |
| 27 | 75429793 | 2601370 | JUMP START |
| 28 | 75369232 | | WRITING BLASTER |
| 29 | 75094851 | 2136628 | JUMPSTART TODDLERS |
| 30 | 75052728 | 2043236 | KNOWLEDGE ADVENTURE |
| 31 | 75046367 | 2473819 | JUMP START |
| 32 | 75046366 | 2145124 | JUMP START |
| 33 | 75340189 | | BRAIN BLASTER |
| 34 | 75275220 | | BLASTER PALS |
| 35 | 75202024 | 3178830 | JUMPSTART PRE-K |
| 36 | 75202023 | 2943284 | JUMPSTART PRE-K |
| 37 | 74632530 | 2189555 | JUMP START 5TH GRADE |
| 38 | 74632529 | 2189554 | JUMP START 4TH GRADE |
| 39 | 74591474 | 2106124 | JUMPSTART PRESCHOOL |
| 40 | 74591472 | 2196129 | JUMP START 3RD GRADE |
| 41 | 74591471 | 2106123 | JUMPSTART PRESCHOOL |
| 42 | 74577167 | 2189535 | JUMP START 2ND GRADE |
| 43 | 74577166 | 2189534 | JUMP START 2ND GRADE |
| 44 | 74565591 | 2007427 | KNOWLEDGE ADVENTURE |
| 45 | 74563568 | 2100597 | JUMP START FIRST GRADE |
| 46 | 74563567 | 2100596 | JUMP START FIRST GRADE |

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Trademark Schedule - United States**

| # | Serial Number | Reg. Number | Word Mark |
|----|---------------|-------------|-------------------------|
| 47 | 74563566 | 2102487 | JUMP START KINDERGARTEN |
| 48 | 74563565 | 2102486 | JUMP START KINDERGARTEN |
| 49 | 74379819 | 1853532 | ENGLISH EXPRESS |
| 50 | 74352282 | 1804246 | DINOSAUR ADVENTURE |
| 51 | 74284747 | 1822053 | ISLAND OF DR. BRAIN |
| 52 | 74121666 | 1667454 | MONOLOGUE |
| 53 | 73733659 | 1532802 | MATH BLASTER! |