

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Carus Publishing Company		10/19/2012	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

Name:	Olympia Transfer Services Inc., as Trustee
Street Address:	120 Adelaide Street West, Suite 920
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 1T1
Entity Type:	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	2647001	ASK
Registration Number:	2738168	ASK ARTS AND SCIENCES FOR KIDS
Registration Number:	1982952	BABYBUG
Registration Number:	3546775	CALLIOPE EXPLORING WORLD HISTORY
Registration Number:	2216767	CICADA
Registration Number:	2155400	CLICK
Registration Number:	1163722	COBBLESTONE
Registration Number:	1107204	CRICKET
Registration Number:	3575335	FACES PEOPLE, PLACES, AND CULTURES
Registration Number:	1614847	LADYBUG
Registration Number:	2527251	LADYBUG
Registration Number:	2155401	MUSE
Registration Number:	2792592	NOODLEBUG
Registration Number:	1456496	ODYSSEY

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Registration Number:	1875206	SPIDER
Registration Number:	2100815	CATFEET PRESS
Registration Number:	2083140	CATFEET P PRESS
Registration Number:	3091657	POPULAR CULTURE AND PHILOSOPHY
Registration Number:	2947438	

**CORRESPONDENCE DATA**

Fax Number: 2128366337  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 2128367319  
Email: psomelofske@kayescholer.com  
Correspondent Name: Paul J. Somelofske c/o Kaye Scholer LLP  
Address Line 1: 425 Park Avenue  
Address Line 2: 16-06  
Address Line 4: New York, NEW YORK 10022-3598

ATTORNEY DOCKET NUMBER: 09892-0002-05948

**DOMESTIC REPRESENTATIVE**

Name: Thomas Porrovecchio c/o Kaye Scholer LLP  
Address Line 1: 425 Park Avenue  
Address Line 4: New York, NEW YORK 10022-3598

NAME OF SUBMITTER: Paul J. Somelofske

Signature: /Paul J. Somelofske/

Date: 10/19/2012

Total Attachments: 3  
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TRADEMARK SECURITY AGREEMENT

**October 19, 2012**

WHEREAS, Carus Publishing Company, an Illinois corporation (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to Olympia Transfer Services Inc., as Trustee (referred to herein as the "Grantee") and the other Secured Parties as defined in the Guarantee and Collateral Agreement dated as of October 19, 2012 (the "Guarantee and Collateral Agreement") among Grantor, the other Grantors named therein and the Grantee for the payment and performance of the Obligations (as defined in the Guarantee and Collateral Agreement); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Guarantee and Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.


Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is Olympia Transfer Services Inc.  
120 Adelaide Street West, Suite 920  
Toronto, Ontario M5H 1T1  
Attention: Corporate and Shareholder Services  
Facsimile No: (416) 364-1827

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IN WITNESS WHEREOF, Grantor has caused this trademark security agreement to be duly executed by its officer thereunto duly authorized as of the date hereof.

CARUS PUBLISHING COMPANY

By:   
Name: EDMUND FISHER  
Title: President

Signature page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 004884 FRAME: 0820**

**SCHEDULE I TO TRADEMARK SECURITY AGREEMENT**

<u>Trademark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
ASK	2002-11-05	2647001
ASK ARTS AND SCIENCES FOR KIDS	2003-07-15	2738168
BABYBUG	1996-06-25	1982952
CALLIOPE EXPLORING WORLD HISTORY	2008-12-16	3546775
CICADA	1999-01-05	2216767
CLICK	1998-05-05	2155400
COBBLESTONE	1981-08-04	1163722
CRICKET	1978-11-28	1107204
FACES PEOPLE, PLACES, AND CULTURES	2009-02-17	3575335
LADYBUG	1990-09-25	1614847
LADYBUG	2002-01-08	2527251
MUSE	1998-05-05	2155401
NOODLEBUG	2003-12-09	2792592
ODYSSEY	1987-09-08	1456496
SPIDER	1995-01-24	1875206
Catfeet Press	1997-09-30	2100815
Catfeet P Press (with design)	1997-07-29	2083140
Popular Culture and Philosophy	2006-05-09	3091657
(Design of eye and TV screen)	2005-05-10	2947438