

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Childcraft Education Corporation		01/31/2013	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	Bayside Finance LLC, as Agent
Street Address:	600 Fifth Avenue, 24th Floor
Internal Address:	c/o Capital Finance Inc.
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13		
Property Type	Number	Word Mark
Registration Number:	3264692	ABC
Registration Number:	2298368	ABC SCHOOL SUPPLY
Registration Number:	2338224	WHERE EDUCATION MEETS IMAGINATION ABC
Registration Number:	3954275	BIRD-IN-HAND
Registration Number:	3954276	BIRD-IN-HAND WOODWORKS
Registration Number:	0712499	CHILDCRAFT
Registration Number:	2006367	CHILDCRAFT
Registration Number:	1933650	KORNERS FOR KIDS
Registration Number:	1272927	MAGNASTIKS
Registration Number:	2792916	TUFF-GLIDE SYSTEM
Registration Number:	2388545	WHERE EDUCATION MEETS IMAGINATION
Registration Number:	4273401	WHERE THE CHILD COMES FIRST
Registration Number:	3140209	SIDEWALK SCIENCE

CH \$340.00 3264692

CORRESPONDENCE DATA

Fax Number:

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

Phone: 2128362264

Email: pgunn@akingump.com

Correspondent Name: Patricia Gunn, c/o Akin Gump

Address Line 1: One Bryant Park

Address Line 4: New York, NEW YORK 10036-6745

ATTORNEY DOCKET NUMBER:	687732.0004
NAME OF SUBMITTER:	Patricia Gunn
Signature:	/s/ Patricia Gunn
Date:	02/08/2013

Total Attachments: 5

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, CHILDCRAFT EDUCATION CORPORATION, a New York corporation (“**Grantor**”), owns, and may in the future adopt and use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into a Senior Secured Super Priority Debtor-in-Possession Credit Agreement, dated as of January 31, 2013 (as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**” with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”) and Bayside Finance LLC, as Agent for Lenders (in such capacity, “**Agent**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to make post-petition loans and advances and provide other financial accommodations to the Borrowers thereunder; and

WHEREAS, pursuant to the terms of a Security and Pledge Agreement, dated as of January 31, 2013 (as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the “**Security and Pledge Agreement**”), among Grantor, Agent and the other grantors named therein, Grantor has created in favor of Agent, for the benefit of Secured Parties, a security interest in, and Agent has become a secured creditor with respect to, the Trademark Collateral. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security and Pledge Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security and Pledge Agreement, to evidence further the security interest granted by Grantor to Agent pursuant to the Security and Pledge Agreement, Grantor hereby grants to Agent, for the benefit of Secured Parties, a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (including the right to sue in the name of Grantor or in the name of Agent or Lenders for past, present and future infringements)(but in no event any of the obligations) in and to the

Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm 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 Security and Pledge Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto.

CHILDCRAFT EDUCATION CORPORATION

By: *Eric D. Belle*
Name: _____
Title: _____

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT (Bayside)
Childcraft Education Corp.
United States

Mark	Reg. No.	App. No.	Reg. Date	Filing Date
ABC	3264692	78/922,715	17-Jul-2007	05-Jul-2006
ABC SCHOOL SUPPLY	2298368		07-Dec-1999	
ABC WHERE EDUCATION MEETS IMAGINATION and Design	2338224		04-Apr-2000	
BIRD-IN-HAND	3954275	85/115,820	03-May-2011	25-Aug-2010
BIRD-IN-HAND and Design	3954276	85/115,823	03-May-2011	25-Aug-2010
CHILDCRAFT	712499	72/091,591	14-Mar-1961	25-Feb-1960
CHILDCRAFT	2006367	75/026,995	08-Oct-1996	04-Dec-1995
KORNERS FOR KIDS	1933650		07-Nov-1995	
MAGNASTIKS (Stylized)	1272927	73/413,192	03-Apr-1984	18-Jan-1983
TUFF-GLIDE SYSTEM	2792916	78/103,107	09-Dec-2003	16-Jan-2002
WHERE EDUCATION MEETS IMAGINATION	2388545		19-Sep-2000	
WHERE THE CHILD COMES FIRST	4273401	85/555,103	08-Jan-2013	28-Feb-2012
SIDEWALK SCIENCE	3140209	78506232	05-Sep-2006	26-Oct-2004

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT (Bayside)
Childcraft Education Corp.
Canada

Mark	Reg. No.	App. No.	Reg. Date	Filing Date
ABC	TMA737538	1310677	03-Apr-2009	26-Jul-2006
BIRD-IN-HAND	TMA837,636	1513319	04-Dec-2012	31-Jan-2011
CHILDCRAFT	TMA656137	1242177	06-Jan-2006	29-Dec-2004
WHERE THE CHILD COMES FIRST		1568312		12-Mar-2012
BIRD IN HAND WOODWORKS & Design		1513321		31-Jan-2011