TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VENTURE LENDING & LEASING V, INC.		09/13/2013	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	KNOWLEDGE ADVENTURE, INC.	
Street Address:	2377 Crenshaw Boulevard	
City:	Torrance	
State/Country:	CALIFORNIA	
Postal Code:	90501	
Entity Type: CORPORATION: DELAWARE		

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Serial Number:	77541969	SUPERSECRET
Serial Number:	77541966	SUPERSECRET
Serial Number:	76019946	KID WORKS
Serial Number:	75709812	READING BLASTER
Serial Number:	75804123	BLASTER LEARNING SYSTEM
Serial Number:	75980266	JUMP START
Serial Number:	75980234	JUMP START
Serial Number:	75890978	JUMPSTART
Serial Number:	75558011	JUMPSTART
Serial Number:	75542000	
Serial Number:	75541597	
Serial Number:	75536954	DR. BRAIN
Serial Number:	75429793	JUMP START
Serial Number:	75456420	SAY IT IN SPANISH

REEL: 005112 FRAME: 0176

ICH \$915.00

Serial Number:	75456419	SAY IT IN
Serial Number:	75429797	JUMP START
Serial Number:	75094851	JUMPSTART TODDLERS
Serial Number:	75052728	KNOWLEDGE ADVENTURE
Serial Number:	75046367	JUMP START
Serial Number:	75046366	JUMP START
Serial Number:	74352282	DINOSAUR ADVENTURE
Serial Number:	74632530	JUMP START 5TH GRADE
Serial Number:	74632529	JUMP START 4TH GRADE
Serial Number:	74591474	JUMPSTART PRESCHOOL
Serial Number:	74591472	JUMP START 3RD GRADE
Serial Number:	74591471	JUMPSTART PRESCHOOL
Serial Number:	74577167	JUMP START 2ND GRADE
Serial Number:	74577166	JUMP START 2ND GRADE
Serial Number:	74565591	KNOWLEDGE ADVENTURE
Serial Number:	74563568	JUMP START FIRST GRADE
Serial Number:	74563567	JUMP START FIRST GRADE
Serial Number:	74563566	JUMP START KINDERGARTEN
Serial Number:	74563565	JUMP START KINDERGARTEN
Serial Number:	74379819	ENGLISH EXPRESS
Serial Number:	74284747	ISLAND OF DR. BRAIN
Serial Number:	73733659	MATH BLASTER!

CORRESPONDENCE DATA

Fax Number: 9193541278

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

via US Mail.

Phone: 919-314-3086

Email: loandocsdept@square1bank.com

Correspondent Name: Square 1 Bank
Address Line 1: 406 Blackwell Street

Address Line 2: Suite 240

Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER:	Lee Conner	
Signature:	/leeconner-sra/	
Date:	09/16/2013	

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RELEASE OF SECURITY INTEREST

This Release of Security Interest is made as of September 13, 2013, by Venture Lending & Leasing V, Inc. ("Lender") in favor of Knowledge Adventure, Inc., a Delaware corporation ("Company") with its principal place of business located at 2377 Crenshaw Boulevard, Torrance, CA, 90501.

Recital

WHEREAS Company granted to Lender a security interest in the copyrights, patents and trademarks described on Exhibits A, B, and C and attached hereto, respectively, (collectively, the "Intellectual Property") under an Intellectual Property Security Agreement dated as of February 20, 2009 (the "Security Agreement"), and recorded with the US Library of Congress Copyright Office and the US Patent and Trademark Office as set forth on Exhibits A, B and C.

WHEREAS Company has no outstanding obligations to Lender under the terms of the Security Agreement, Lender agrees to release its security interest in the Intellectual Property.

Agreement

Now therefore, Lender agrees that it terminates and releases its security interest in the Intellectual Property and reassigns to Company, without warranty or recourse, all interest of Lender in the Intellectual Property.

LENDER:

Venture Lending/& Leasing V. Inc.

Name: David Wanek
Title: Vice President

Address:

104 La Mesa Drive, Suite 102

Portola Valley, CA 94028

EXHIBIT A

Copyrights

Lender's security interest in the following copyrights was recorded at the US Library of Congress Copyright Office on March 2, 2009 at Microfilm Volume 3575 and Document 149.

[See attachment – 23 Pages]



DATE:

June 30, 2009

Greene Radovsky 4 Embarcadero Cntr, Suite 4000 San Francisco, CA 94111

ATTN: Jeffrey T. Klugman

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Library of Congress
U.S. Copyright Office
101 Independence Avenue SE
Washington, DC 20559-6000
www.copyright.gov

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Certificate of Recordation

This is to certify that the attached document was recorded in the Copyright Office on the date and in the place shown below.

This certificate is issued under the seal of the United States Copyright Office.

> DATE OF RECORDATION 2Mar09

VOLUME

DOC. NO.

3575

149

VOLUME

DOC. NO.

Marybeth Peters Register of Copyrights and Associate Librarian for Copyright Services



Copyright Office fees are subject to change.

FC W	opyright Office fees are subject to chang or current fees check the Copyright Office www.copyright.gov, write to the Copyright r call (202) 707-3000.	website at
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10	the Register of Copyrights: Please record t	he accompanying original document or properly certified copy thereof.
9999	First party name given in the document	
2	First title given in the document	(IMPORTANT). Please read instruction for this and other spaces.) 3D Dino Adventure (1)
*	Total number of titles in the document	434
a	Amount of fee calculated	\$1,195.00
3	Fee enclosed	 ☐ Check ☐ Money order ☐ Fee authorized to be charged to Copyright Office deposit account
		Deposit account number
		Deposit account name
6	Completeness of document	Document is complete by its own terms Document is not complete. Record "as is."
		IMPORTANT NOTE: A request to record a document "as is" under 37 CFR §201.4(c)(3) is an assertion that: (a) the attachment is completely unavailable for recordation; (b) the attachment is not essential to the identification of the subject matter of the document; and (c) it would be impossible or wholly impracticable to have the parties to the document sign or initial a deletion of the reference to the attachment.
7	Certification of Photocopied Document	Complete this certification if a photocopy of the original signed document is substituted for a document bearing the actual original signature. NOTE: This space may not be used for documents that require an official certification.
		I declare under penalty of perjury that the accompanying document is a true and correct copy of the original document,
		Signature
		Duly authorized agent of Venture Lending & Leasing V, Inc.
2	Return to:	Name Jeffrey T. Klugman, c/o Greene Radovsky
		Number/street 4 Embarcadero Cntr Apt/suite 4000
		San Francisco State CA 71p 94111
		Phone number 415-981-1400 Fax number
		Email

SEND TO: Library of Congress, Copyright Office, Documents Recordation Section, 101 Independence Avenue SE, Washington, DC 20559-6000 INCLUDE ALL THESE TOGETHER: (1) Two copies of this form: (2) payment from a deposit account or by check/money order payable to Register of Copyrights; and (3) your document.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of February 20, 2009, by and between KNOWLEDGE ADVENTURE, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING V, 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");

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- 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;
- 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
- All proceeds and products of the foregoing, including without limitation all payments (g) 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.

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

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- (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.

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. <u>Events of Default.</u> 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.

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- 5. <u>Amendments</u>. 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. <u>Counterparts</u>. 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]

46109/0161 JLS/355324.2

[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.

Address of Grantor:	KNOWLEDGE ADVENTURE, INC.
2377 Crenshaw Boulevard Suite 302 Torrance, CA 90501 Attn:	By: And
Address of Secured Party:	SECURED PARTY VENTURE LENDING & LEASING V, INC.
2010 North First Street, Suite 310 San Jose, CA 95131 Attn: President	By: Name: Its:

[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	By: Name: Its:
Address of Secured Party:	SECURED PARTY VENTURE LENDING & LEASING V, INC.
2010 North First Street, Suite 310 San Jose, CA 95131 Attn: President	By: Name: David R. Wanek

Its:

Vice President

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EXHIBIT A

Copyrights

See next pages.

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mStart Pronies Read & Rimme	Not Registered	Not Remistered
Broke By You	Not Registered	Not Registered
ny Start World Kindergerien	Not Registered	Not Registered
oStert World 1st Grade		
pStart World 2nd Grade	Not Registered	Not Registered
polant World Preschool	Not Registered	Not Registered
RESIDENCE IN A PROPERTY OF THE	Not Registered	Not Registered
y Liferacy Busing Skills	Not Flagistered	Not Registered
y Literacy Companiemskin	Not Hestatered	Not Registered
	Nex Resistened	Not Registered
y Literacy Learn at Horns	Not Registered	Not Rogistered
uStan World Pel Playdround	Not Heijostered	Not Registered
pStert World Prescripol ABCs	Not Registered	Not Registered
pStart 3D Verusi World Ages 3-5. My First Adventice	Not Registered	Not Registered
pStart 3D Valuat World Ages 4-6. The Legend of Grouty McGuRe.	Not Registered	Not Registered
pClart 30) Virtual Wright Ages 5-7. Tababer gr Trees	Not Registered	Not Registered
pStart 3D Virtual World Ages 6-8. The Chiest for the Color Meinter	Not Respirate med	No Registered
Continue Vocationiny & Reading Comprehension	Not Registered	Not Registered
Coadenry, Virculationy & Reading Inferestive Withholouni	Not Registrated	Not flegistated
Assetsan (aka J.: Assessment Test)	Next Registered	Not Registered
i filanter Manior the Players	Not Required	Not Registered
ding Readness At Home	Not Keepstered	Not Registered
ding Resignans	Not Hegistered	Not Registered

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EXHIBIT B

Patents

Description

Registration/Serial Number

Registration/Application Date

None.

EXHIBIT C

Trademarks

See next pages.

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Country	TrademarkName	AppNumbe		ace	Region	a ReaNumb		
JS	SMAN	1700		/24/84		3,344,050	· · · · · · · · · · · · · · · · · · ·	
P	ACCENT COACH (WITH KATAKANA)	1401 10-859	13 1 13	(104/0)	09/34/9	4317876		
<u> </u>	ALGE-BLASTERI	707783881		VEXXX	1 700000	37.50		
S	AVIATION ADVENTURE	74.572.502	700		11070	1,535,335		*****
S	BLASTER LEARNING SYSTEM	78/8/04, 123	1 08	W8.00	07/30/0	2 2,801,761		*****
	BLASTERI AND DESIGN	39758403	12	705/87	0.0000	N 10758403		
S	BLASTER'S UNIVERSE	75/778,434	100	788733	0.5580	T 1 2,450,090		
Š	BODY ADVENTURE	74/503,972	0.3	/18/94	06/02/0	1,892,680		
<u> </u>	COUP DE POUCE	96847876	1.38	28/98	3072428	686,47878	<u> </u>	
	DESIGN	199603844	538	750796	6973.3798	201598		*****
	DESIGN (OLD-SUN, MOON, STAR)	87.577818	0.0	2798	06/27/99	95,577815		****
	DESIGN (OLD-SUN, MOON, STAR)	0.95285347	0.0	27/86	03/12/96			
	DESIGN (OLD-SUN, MOON, STAR)	1307-664860	1 08	(29/98	11/28/97	and the second of the second o		
<u>.</u>	DESIGN (OLD-SUN, MOON, STAR)	1407-004888	100	2000	12/05/97			
	DESIGN (OLD-SUN, MOON, STAR)	2025430	- 100	2988	03/29/96			
تستنتسنت	DESIGN (PERSON-STAIRS-STAR)	666842.000 _		34/66	04/04/00	distribution of the contract of the con-		
	DESIGN (PERSON-SUN-MOON)			3000	04/23/96		<i>z</i> i	
	DESIGN (PERSON-SUN-MOON)	402/5914/5914		\$6364	04/23/96	1 3,869,517		
	DESIGN (PERSON-SUN-MOON) DESIGN (STAIRS AND STAR)		1.33/	10.33	05/21/96			
	DESIGN (STAIRS AND STAR) DINOSAUR ADVENTURE	4.00041.697		24/90	04/04/00	4(3.337.58)		
	DR. BRAIN				11/16/93	1.23,804,246		
	EAT MY DUST		-1.32	30000 30000	11/28/00	2.808,216		
	EDUCATION		1 3,777	300.30	02/22/00	1 2380312		
	ENGLISH EXPRESS	100000000000000000000000000000000000000		3 (3)(3)(3)	11/13/98	1. 226.08, 1808		
*********	ESCOLA DIVERSÃO			36000	09/13/94	3,300		
	FIRST BYTE (AND DESIGN-FB)			23273335 232733	04/29/03 12/25/84	1 32 33 33 3		
*****	FIRST LETTERS AND WORDS (STYLIZED)		4	100 3 G		4		
~~~	FRANKIE	- 10 00 00 00 00 00 00 00 00 00 00 00 00		\$232.657 571.5586	08/02/88	1		
	GENERATIONYOU			30808. 30808.	04/23/02	98.000000		
*******	GEOMETRY BLASTER		+			1 20000		-
	IOMEWORKER		-		12/09/98 01/31/89	132230		
	SLAND OF DR. BRAIN	***************************************	-		02/15/94	1 (XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	·	
	IUMP AHEAD	STREET NO.	1	35 33 37 43 5	10/16/99	871534	<del></del>	
	IUMP AHEAD	2107503	+	3338	03/13/98	1 280 280 2	·•	
	IUMP START	785,656,6311	1788	4308	06/13/00	3,30000	•	
	UMP START (AND DESIGN ARCH)	75/980.788	1000	8038	06/12/01	7,800,830	<b></b>	
	UMP START 2ND GRADE	77877	1 888	3884	09/15/98	1	·†····	
	UMP START 2ND GRADE	24/577,187	1.000	2793	09/15/98	2 (180,536	<b></b>	****
	UMP START 2ND GRADE AND ARCH-OVER-		*****				***************************************	****
	IULER DESIGN	H 08-054406	1000	3806	83/08/48	4120210		
J	UMP START 3RD GRADE	74/591,473		700		2.189.537	1	
	UMP START 4TH GRADE	74/632,529		333 T	0.150	2,189,554	1	***
!4	UMP START 4TH GRADE	74/632,528			73790000	2,203,057	J	****
	UMP START 5TH GRADE	74/632,531				2,189,556	1	
	UMP START 5TH GRADE	74/632,530				2 189,555	T******	
	UMP START 6TH GRADE	74/632,533	02/10	095	08/24/99	2,272,487		
	JMP START AND ARCH DESIGN	616934	08/10	1/97	01/29/99	618934		
	JMP START AND ARCH DESIGN	1408-038785	04/10		11/14/97	4081790		~~
	JMP START AND ARCH DESIGN (COLOR)	332042	06/11		06/30/96	581143		
J.	IMP START AND ARCH DESIGN (COLOR)	332041	05/11		08/25/98	585212		
	JMP START AND ARCH DESIGN (COLOR)	332039	05/11		07/31/08	583472		
	JMP START AND ARCH DESIGN (SERIES)	281697	08/29		02/17/00	281697		
	JMP START AND DESIGN (ARCH)	76/980,234	05/06		06/19/01	2,462,886		
	IMP START AND DESIGN (ARCH)	75/080,794	03/06		10/16/01	2,499,110		
	IMP START AND DESIGN (ARCH)	75/429,036	02/06		06/25/02	2,585,613		
	IMP START AND DESIGN (ARCH)	75/429,793	05/06		07/30/02	2,001,370		المنافقة
	MP START AND DESIGN (ARCH)	76/429,797	02/06		04/06/04	2,830,250		
	MP START AND DESIGN (ARCH/RULER)	76/046,386	01/22/		03/17/98	2,145,124		<u> </u>
	MP START AND DESIGN (ARCHIRULER)	75/046,367	01/22/		07/31/01	2,473,819		
170	MP START AND DESIGN (ARCH/RULER)	75/890,978	01/07/		10/23/01	2,499,700		
	MP START FIRST GRADE	74/563,568	08/19/	94	09/30/97	2,100,597		ೌ

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Country	TrademarkName	AppNumber	Emo-	Ba-na	a Dantis	
jš"",	JUMP START FIRST GRADE	74/563,567	FIIDate 08/19/94			r::)
	JUMP START FIRST GRADE AND ARCH-OV	ED (4/305,307	00/19/94	ua/30/a/	(   S,100,090	
8	RULER DESIGN	H 08-054405	05/20/96	03/06/98	3 4120209	
is	JUMP START KINDERGARTEN	74/563,568	08/19/94			
JS	JUMP START KINDERGARTEN	74/563,565	08/19/94			
*****	JUMP START KINDERGARTEN AND A		35, 15, 57	10/01/01	2,102,700	***
P	OVER-RULER DESIGN	H 08-054404	05/20/96	03/06/98	4120208	
IS.	JUMP START TODOLERS	75/094,875	04/26/96		ele ne €elecio a concerna e deleció del circo de deleció de la compansión de la compansión de la compansión de	
is U	JUMP START TODDLERS	75/094,851	04/28/96			~~~~
	JUMPSTART	744936	09/25/97	09/25/97		
U	JUMPSTART	744938	09/25/97	09/25/97	744938	
A	JUMPSTART	1006787	03/16/99			
N	JUMPSTART	9800035149	04/14/98			
N	JUMPSTART	9800035150	04/14/98			
N	JUMPSTART	9800035152	04/14/98	********	*****************	
N	JUMPSTART JUMPSTART	[9800035151	04/14/98	10/14/99	راران فالمنافذ فالمنافذ فالمنافذ فالمنافذ فالمنافذ فالمعافذ	
	Madada da da Cara da C	431547	11/18/97	09/02/99		
	JUMPSTART JUMPSTART	431546	11/18/97			
	JUMPSTART	431545 431544	11/18/97	09/02/99	431545	
	JUMPSTART	9-164172	*************	09/02/99 10/15/99	431544 4324580	4
	JUMPSTART	97/21499	10/02/97 12/12/97	08/10/02	97021499	<b></b>
	JUMPSTART	359308	04/30/98	04/30/98	KOR92232	- <del> </del>
	JUMPSTART	359307	04/30/98	04/30/98	KOR98083	<del> </del> -
	JUMPSTART	359309	04/30/98	04/30/98	BOR8735	
	JUMPSTART	359310	04/30/98	04/30/98	BOR8045	<del> </del>
	JUMPSTART (SERIES)	744939	09/25/97	09/25/97	744939	<del>†</del>
	JUMPSTART (SERIES)	744937	09/25/97	09/25/97	744937	<b></b>
	JUMPSTART (SERIES)	778417	11/13/98	11/13/98	778417	1
	JUMPSTART (SERIES)	13703/97	09/24/97	09/24/97	200009422AA	T
	JUMPSTART (SERIES)	13700/97	09/24/97	09/24/97	14051AD/99	1
	JUMPSTART (SERIES)	ij97/13913	09/26/97	09/26/97	97013913	
	JUMPSTART (SERIES)	301317	11/13/98	07/09/99	301317	
	IUMPSTART (SERIES)	282737	09/25/97	09/14/98	282737	110000000000000000000000000000000000000
	IUMPSTART (SERIES)	282738	09/25/97	09/14/98	İ.	<b>.</b>
	IUMPSTART (SERIES) IUMPSTART (SERIES)	282739	09/25/97	09/14/98	282739	<b></b>
	IUMPSTART (SERIES)	282740	09/25/97	09/29/98	282740	ļ
	UMPSTART (SERIES)	11957/97 11959/97	09/29/97	09/29/97	T97/11957F	ļ
	UMPSTART (SERIES)	11958/97	09/29/97	09/29/97	T97/11959B	
Ü	UMPSTART (SERIES)	11956/97	09/29/97 09/29/97	09/29/97	T97/11958D	
	UMPSTART 3RD GRADE	74/591,472	10/27/94	09/29/97 10/13/98	T9711956H 2,196,129	
	UMPSTART AND ARCH DESIGN (SERIES)	742676	08/28/97	08/28/97	742676	
	UMPSTART AND ARCH DESIGN (SERIES)	742678	08/28/97	08/28/97	742678	
	UMPSTART AND ARCH DESIGN (SERIES)	12171/97	08/25/97	08/25/97	14049AB/99	
J.	UMPSTART AND ARCH DESIGN (SERIES)	12170/97	08/25/97	08/25/97	10405(A-B)/2000	
IJ	UMPSTART AND ARCH DESIGN (SERIES)	12169/97	08/25/97	08/25/97	12805AB/99	••••
IJ	UMPSTART AND ARCH DESIGN (SERIES)	97/18951	12/01/97	08/06/03	97018951	
IJ	UMPSTART AND ARCH DESIGN (SERIES)	97/12385	00/30/97	08/30/97	97012385	
Ü	UMPSTART AND ARCH DESIGN (SERIES)	10083/97	08/16/97	00/16/97	T97/100838	appropriate service
[3]	UMPSTART AND ARCH DESIGN (SERIES)	10092/97	08/16/97	08/16/97	T97/100820	
. U	JMPSTART AND ARCH DESIGN (SERIES)	10085/97	08/16/97	08/16/97	197/100851	
, J	JMPSTART AND DESIGN (ARCH)	742677	08/28/97	08/28/97	742677	•••••
	JMPSTART AND DESIGN (ARCH)	742675	08/28/97	07/03/98	742675	
Jii	JMPSTART AND DESIGN (ARCH)	1008706	03/16/99	04/29/04	TMA608879	
	JMPSTART AND DESIGN (ARCH)	426639	11/18/97	03/30/99	426639	
	IMPSTART AND DESIGN (ARCH)	426640	11/18/97	03/30/99	426640	
	JMPSTART AND DESIGN (ARCH)		11/18/97	03/30/99	426953	
	IMPSTART AND DESIGN (ARCH)	426638	11/18/97	03/30/99	426638	
			09/05/97	09/24/99	4317441	
	IMPSTART AND DESIGN (ARCH)	************************	04/30/98	04/30/98	BOR10375	
, W	IMPSTART AND DESIGN (ARCH)	350312	04/30/98	04/30/98	KOR92233	

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Country	TrademarkName	AppNumber	FilDate	RegDate	RegNumber	
H	JUMPSTART AND DESIGN (ARCH)	359311	04/30/98			
H	JUMPSTART AND DESIGN (ARCH)	359314	04/30/98			
N	JUMPSTART AND DESIGN (ARCH/COLOR)	9800035145	04/14/98	والمتحدث والمتحدث والمتحدث والمتحدث والمتحدث		·
N	JUMPSTART AND DESIGN (ARCH/COLOR)	9800035148	04/14/98			
N	JUMPSTART AND DESIGN (ARCH/COLOR)					·
N.		9800035147	04/14/98			
.14	JUMPSTART AND DESIGN (ARCH/COLOR)	9800035146	04/14/98	10/14/99	132328	
_	JUMPSTART AND DESIGN (ARCH/IN					1
Þ	(KATAKANA)	9-178773	11/20/97	07/30/99	4300000	Lin
łK	JUMPSTART AND DESIGN (ARCH/SERIES)	12168/97	08/25/97	08/25/97	9421A-8/2000	
łZ:	JUMPSTART AND DESIGN (ARCH/SERIES)	281699	08/29/97	09/14/98	281699	7
IZ .	JUMPSTART AND DESIGN (ARCH/SERIES)	281698	08/29/97	09/14/98	281698	1
IZ	JUMPSTART AND DESIGN (ARCH/SERIES)	281696	08/29/97	09/14/98	281696	<b></b>
	JUMPSTART AND DESIGN (ARCH/SERIES)	10084/97	08/16/97		T97/10084J	· · · · · · · · · · · · · · · · · · ·
	JUMPSTART PRESCHOOL	74/591,474	10/27/94		2,106,124	4
	JUMPSTART PRESCHOOL	74/591,471			1 2,100,124	
		************	10/27/94		2,106,123	1
	JUMPSTART READING WITH KARAOKE	78605347	04/08/05		3,175,354	1
<b>**</b>	KID CAD	343525	08/12/96	08/12/96	343525	1
200	KID PHONICS	320929	08/12/96		320929	
***********	KID WORKS	335703	08/12/96	10/06/98	335703	1
	KID WORKS	332051	-05/11/98	06/29/98	580089	T
	KID WORKS	76/019,946	04/05/00	07/30/02	2,600,108	1
	KIDSPACE	875237	05/10/01	05/10/01	875237	******
	KIDSPACE	1102859	05/10/01	01/22/04	TMA600281	ļ
	KIDSPACE	7457/2001	05/10/01	11/10/00	B7608/2004	
	KIDSPACE	7458/2001				ļ
G	KIDSPÄCE		05/10/01	05/10/01	2004B08417	<b></b>
5	KIDSPACE	T01/06612C	05/10/01	11/10/00	T01/06612C	
and the second		76/162,529	11/10/00	11/06/01	2,504,091	l
**********	KNOWLEDGE ADVENTURE	821566822	04/22/99	10/22/02	821566822	
	KNOWLEDGE ADVENTURE		] 01/27/98	01/27/98	TMA488231	
	KNOWLEDGE ADVENTURE	[9800035153	04/14/98	05/28/99	1277941	
Ν	KNOWLEDGE ADVENTURE	9800035154	04/14/98	07/14/99	1294980	
N	KNOWLEDGE ADVENTURE	9800035156	04/14/98	07/21/99	1297385	*****
	KNOWLEDGE ADVENTURE	9800035155	04/14/98	10/14/99	1323761	
**********	KNOWLEDGE ADVENTURE	604660	08/01/97	08/01/97	604660	**********
	KNOWLEDGE ADVENTURE	199503843	06/30/95	09/30/96	201844	
	KNOWLEDGE ADVENTURE	undergreen and the commence of				
		95/577,688	06/26/95	00/26/95	95 577668	
	KNOWLEDGE ADVENTURE	39526297 6	06/24/95	04/15/96	39526297	
************	KNOWLEDGE ADVENTURE	12175/97	08/25/97	08/25/97	84386/2000	
	KNOWLEDGE ADVENTURE	12172/97	08/25/97	08/25/97	B9341/2000	
	KNOWLEDGE ADVENTURE	12173/97	08/25/97	08/25/97	B9342/2000	
	KNOWLEDGE ADVENTURE	12174/97	08/25/97		2000B04385AA	
	KNOWLEDGE ADVENTURE		11/18/97	11/18/97	426666	
***************************************	KNOWLEDGE ADVENTURE	426668	11/18/97	11/18/97	420668	
and the second second second	KNOWLEDGE ADVENTURE	426669	11/10/97	11/18/97	426869	**********
~~~~~	KNOWLEDGE ADVENTURE	128687	11/18/97	11/19/97	426667	
************	KNOWLEDGE ADVENTURE	***************************************		***************************************		
	CNOWLEDGE ADVENTURE	123991	11/19/98	11/19/98	123991	
		1107-064857	00/29/95	02/05/99	4237200	
	CNOWLEDGE ADVENTURE	98-000205	11/23/99	11/23/99	582	
	(NOWLEDGE ADVENTURE	97/19826	12/01/97	12/01/97	97018826	
	KNOWLEDGE ADVENTURE	97/12383	08/30/97	08/30/97	97012383	
	(NOWLEDGE ADVENTURE	281518	08/26/97	08/26/97	281518	**********
j)	(NOWLEDGE ADVENTURE	201519	08/26/97	08/26/97	281519	
	(NOWLEDGE ADVENTURE	281521	08/26/97	08/26/97	281521	•••••
	(NOWLEDGE ADVENTURE	201620	08/26/97	08/26/97	281520	
*************	NOWLEDGE ADVENTURE	Acceptance and the second		*********		
		10093/97	00/16/97	08/16/97	T97/10093Z	
	NOWLEDGE ADVENTURE	10092/97	08/18/97	l	T97/10092A	
**********		10090/97	08/16/97	09/16/97	T97/10090E	
		87015896	04/08/98	07/16/99	112548	
	NOWLEDGE ADVENTURE	87015897	04/08/96	02/01/00	881986	
ķ		118059	11/16/99	11/16/99	118059	······
www.commons.com	55.5555 ccc6555 ccc5555 ccc6566666666666	360903	05/26/98	05/26/98	КОЙ92235	********
		2025433	***************************************		***************************************	
222222333	**************************************	encara j	09/20/96	06/29/95	2025433	

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Countr	v TrademarkName	AppNumber	FilDate	Regions	Rections	
us	KNOWLEDGE ADVENTURE	74/565,591	08/25/94	4	+	
US	KNOWLEDGE ADVENTURE	74/565 593	08/25/94	1		
JS	KNOWLEDGE ADVENTURE	75/052,728	02/02/96	1		
<i></i>	KNOWLEDGE ADVENTURE LOGO (NEW -	(3003Z,7Z0	UZIUZIBU	1		
M.	STAIRS AND STAR)	893586	nzma.oa	Lamano	893586	
_8 Y }	KNOWLEDGE ADVENTURE LOGO (NEW	093300	07/30/98	12/21/99	5 693360	
JP		1000000		nnmann	4007004	
**************************************	(STAIRS AND STAR) KNOWLEDGE ADVENTURE LOGO (NEW -	10-73130	08/28/98	05/26/00	4387284	
2564		2072040400	00,000,000	0011000	200000	
TW	STAIRS AND STAR)	(87)043186	09/02/98	03/16/00	865035	4
	KNOWLEDGE ADVENTURE LOGO (NEW,					
MX	(COLOR)	337638	06/29/98	08/25/98	585379	
	KNOWLEDGE ADVENTURE LOGO (NEW,					1
MX	(COLOR)	337640	06/29/98	10/26/98	590753	
	KNOWLEDGE ADVENTURE LOĞO (NEW,					
MX	COLOR)	337637	06/29/98	08/25/98	585378	
	KNOWLEDGE ADVENTURE LOGO (NEW,			1	}	
MX	(COLOR)	337636	06/29/98	10/26/98	590752	
	KNOWLEDGE ADVENTURE LOGO (NEW-		1			
3R	STAIRS AND STAR)	821065513	09/14/98	02/26/02	821065513	
	KNOWLEDGE ADVENTURE LOGO (OLD - SUN	1	1			
D	MOON, STAR)	428313	11/18/97	11/18/97	428313	
	KNOWLEDGE ADVENTURE LOGO (OLD - SUN,				137	
D	MOON, STAR)	D97-25232	11/18/97	03/30/99	426952	
in diction	KNOWLEDGE ADVENTURE LOGO (OLD - SUN,		***************************************	and the second s	1	**********
D	MOON, STAR)	426637	11/18/97	11/18/97	426637	
R	LANGUAGE CONNECT	95600517	17/30/95	11/30/95	95600517	1
js	LANGUAGE CONNECT	74/683,883	06/02/95	05/18/99	2,246,303	*
is		75/659,801	03/15/99	02/22/00	2,321,669	
ip q		H07-124606	12/04/95	10/03/97	4065076	
ř	LANGUAGE CONNECT (STYLIZEU)	H07-124605	12/04/95	06/05/98	4152708	·
Ŕ	LETSTALK	95600518	11/30/95	11/30/95	95600518	·
iP	LETS TALK	H07-124602	12/04/95	10/03/97	4065075	
P	TLETS TALK (STYLIZED)	124601/95	12/04/95	06/05/98	4152707	· Antonio antoni
M	MATH BLASTER	337428	08/12/96	08/07/03	337428	
*****	MATH BLASTER			************	· · · · · · · · · · · · · · · · · · ·	
Α		1998/29506	12/30/98	12/30/98	1998/23506	
Α		9823504	12/30/98	12/30/98	1098/23504	.
A		9823505	12/30/98	12/30/98	1090/23505	
P		7-79232	08/03/95	01/23/98	4104325	
SCA	MATHBLASTERU		1	09/13/84	74384	ļ
3		73/733,859	06/13/86	04/04/89	1,532,802	
5		75/857,858	11/23/99	12/17/02	2,661,156	
X		332064	05/11/98	06/29/98	580090	
8		742617,709	01/04/95	06/11/96	1,979,363	
S		74/703,949	07/21/95	07/23/96	1,988,462	
SOH	ON-SITE ACCOUNTING		l I	02/17/99	1062986	
U		875236	05/10/01	05/10/01	875238	
A	OURFAMILYSPACE	1,102,860	05/10/01	01/23/04	TMA600366	
M	OURFAMILYSPACE	2210458	06/10/01	05/10/01	2210458	
G		101/06613A	11/10/00	11/10/00	T01/08613A	
3	PLAYING WITH LANGUAGE	105 016955	02/24/93	06/28/96	3167901	
y		105-040869	04/23/93	08/31/96	3156278	
VI.		136059	08/12/96	08/12/96	335059	
8	alana and a sanda and a sa	6/703,812	CV*9/9E	12/31/02	2,857,534) 14p2
<u>.</u>		5/709,812	05/10/93	12/31/02	2,667,534	3 x x 9 x
\$		5/456 419	03/25/98	03/06/01	2 434 332	
3		5/4:6 420	03/25/98	02/27/01	2,437,336	
₹		355867	10/12/01	12/04/02	1904990	ļ
VI		408460				i
edeporter proper		and the second s		01/05/04	240/490	
X		12112		08/28/02	761953	·····
S		6/241,2-1		09/3//03	2,769,747	
vi Zavistanska		38008		08/12/98	335596	
3	(SPLLLIT) 17	37733,663	06/13/88	02/07/89	1,529,338	

46109/0161 JLS/355324.2

Country	TrademarkName	AppNumber	FilDate	RegDate	RegNumber	
US	SPELLER BEE (STYLIZED)	73/562,266	09/07/85	10/07/86	1,412,089	
FR	SUPERSTAR RIVALS	02.3174180	07/12/02		02 3174180	
DE	SUPERSTAR RIVALS		l .	01/10/03	806139	
WO	SUPERSTARRIVALS		01/10/03	01/10/03	806139	***************************************
T.	SUPERSTAR RIVALS			01/10/03	806139	
S	SUPERSTAR RIVALS			01/10/03	906139	
GB	SUPERETAR RIVALS			01/10/03	806139	
	THE ADVENTURERS	74/563,569	08/19/94	08/20/96	1,994,450	
)\$\	TRIPLE PLAY	75/373,505	10/15/97	09/14/99	2:277,218	-
<i>1</i> 5.	UNDERSEA ADVENTURE	74/340,253	12/15/92	07/26/94	1,847,273	
'R	VIRTUAL LANGUAGE LAB	95 600519	11/30/95	11/30/95	95600519	
1 8	Voice Activated Learning	70505280	04/08/05			
18	WORD ATTACKI	73/733,860	06/13/88	01/31/89	1,522,482	
30)	WORDBLASTER	337444	08/12/96	10/08/98	337444	****
18	YOURWAY	75/373,019	10/15/97	109/07/00 T	2,325,166	

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EXHIBIT B

Patents

Lender's security interest in the following patents was recorded at the US Patent and Trademark Office on August 9, 2011 at Reel and Frame Number 026724/0310.

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12582961

EXHIBIT C

Trademarks

Lender's security interest in the following trademarks was recorded at the US Patent and Trademark Office on 08/09/2011 at Reel and Frame Number 4601/0235.

Description	Registration/ Application Number	Registration/ Application Date	
SUPERSECRET	77541969	08/07/2008	
SUPERSECRET	77541966	08/07/2008	

Lender's security interest in the following trademarks was recorded at the US Patent and Trademark Office on 02/26/2009 at Reel and Frame Number 3945/0781.

Description	Registration/ Application Number	Registration/ Application Date
KID WORKS	76019946	04/05/2000
READING BLASTER	75709812	05/19/1999
BLASTER LEARNING SYSTEM	75804123	09/16/1999
JUMP START	75980266	02/06/1998
JUMP START	75980234	02/06/1998
JUMPSTART	75890978	01/07/2000
JUMPSTART	75558011	09/24/2008
(2) DESIGN ONLY	75542000	08/24/1998
(2) DESIGN ONLY	75541597	08/24/1998
DR. BRAIN	75536954	08/13/1998
JUMP START	75429793	02/06/1998

SAY IT IN SPANISH	75456420	03/25/1998
SAY IT IN	75456419	03/25/1998
JUMP START	75429797	02/06/1998
JUMPSTART TODDLERS	75094851	04/26/1996
KNOWLEDGE ADVENTURE	75052728	02/02/1996
JUMP START	75046367	01/22/1996
JUMP START	75046366	01/22/1996
DINOSAUR ADVENTURE	74352282	01/25/1993
JUMP START 5TH GRADE	74632530	02/10/1995
JUMP START 4TH GRADE	74632529	02/10/1995
JUMP START PRESCHOOL	74591474	10/27/1994
JUMP START 3RD GRADE	74591472	10/27/1994
JUMPSTART PRESCHOOL	74591471	10/27/1994
JUMP START 2ND GRADE	74577167	09/22/1994
JUMP START 2ND GRADE	74577166	09/22/1994
KNOWLEDGE ADVENTURE	74565591	09/25/1994
JUMP START FIRST GRADE	74563568	08/19/1994
JUMP START FIRST GRADE	74563567	08/19/1994
JUMP START KINDERGARTEN	74563566	08/19/1994
JUMP START KINDERGARTEN	74563565	08/19/1994
ENGLISH EXPRESS	74379819	04/19/1993
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RECORDED: 09/16/2013