

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424121

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EXCELLIGENCE LEARNING CORPORATION		04/18/2017	Corporation: DELAWARE
ACHIEVEMENT PRODUCTS, INC.		04/18/2017	Corporation: DELAWARE
ANGELES CORPORATION		04/18/2017	Corporation: DELAWARE
CHILDCARE EDUCATION INSTITUTE, LLC		04/18/2017	Limited Liability Company: GEORGIA
CHILDREN'S FACTORY, LLC		04/18/2017	Limited Liability Company: DELAWARE
EARLYCHILDHOOD LLC		04/18/2017	Limited Liability Company: CALIFORNIA
EDUCATIONAL PRODUCTS, INC.		04/18/2017	Corporation: TEXAS
REALLY GOOD STUFF, LLC		04/18/2017	Limited Liability Company: DELAWARE
SMARTERKIDS.COM, INC.		04/18/2017	Corporation: DELAWARE
FROG STREET PRESS, LLC		04/18/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION
Street Address:	245 PARK AVENUE
Internal Address:	44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 96

Property Type	Number	Word Mark
Registration Number:	2651623	
Registration Number:	2653882	PINNACLE
Registration Number:	3870000	REGISTRYONE
Registration Number:	3396860	CHILDCARE EDUCATION INSTITUTE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3342433	CHILDCARE EDUCATION INSTITUTE
Registration Number:	3342434	F.A.M.E. FACULTY ADMINISTRATIVE MANAGEME
Registration Number:	1109254	ACHIEVEMENT PRODUCTS
Registration Number:	2452519	ANGELES
Registration Number:	1477877	ANGELES
Registration Number:	1630880	ANGELS REST
Registration Number:	1897533	BASE FURNITURE LINE
Registration Number:	2465053	BASELINE
Registration Number:	1818908	BIOCOLOR
Registration Number:	2584890	BIOPUTTY
Registration Number:	4385489	BUILDING BRILLIANCE
Registration Number:	3888200	BUY WHERE TEACHERS BUY
Registration Number:	1550889	BYE BYE BUGGY
Registration Number:	3721876	BYE-BYE
Registration Number:	3675708	CLASSICRIDER
Registration Number:	2546548	COLORATIONS
Registration Number:	2546549	COLORATIONS
Registration Number:	4328486	COLORCLASS
Registration Number:	3576092	COLORDESIGN CARPET
Registration Number:	2661596	COLORS LIKE ME
Registration Number:	3738832	CONVERTO
Registration Number:	1344758	DANDI-LI-ON
Registration Number:	3351369	
Registration Number:	3153290	
Registration Number:	4031147	DISCOUNT SCHOOL SUPPLY
Registration Number:	1852370	EARLY CHILDHOOD NEWS
Registration Number:	4849114	EARLYCHILDHOOD NEWS
Registration Number:	2023577	EARTHCHILD
Registration Number:	2876620	ECMD
Registration Number:	3718580	ECMD
Registration Number:	2424420	ECONOBOARD
Registration Number:	2609995	EICHILD.COM
Registration Number:	4475192	ENVIRONMENTS
Registration Number:	1318706	ENVIRONMENTS, INC.
Registration Number:	2426072	EPI
Registration Number:	2426073	EPI
Registration Number:	4429231	EXCELLERATIONS
Registration Number:	2733120	EXCELLIGENCE

Property Type	Number	Word Mark
Registration Number:	3439965	GO TOGETHERS
Registration Number:	2052213	THE IMAGINATION PLAYGROUND
Registration Number:	3491407	INCREDIBLEFOAM
Registration Number:	3097179	LITTLE KIDDLE
Registration Number:	3424903	MAPLE COLOR LINE
Registration Number:	4359338	MY PERFECT CLASSROOM
Registration Number:	3866627	MYRIDER
Registration Number:	2432043	NIFTYSYSTEM
Registration Number:	2396302	PRE3CHILD
Registration Number:	4324572	PRIMA-COLOR
Registration Number:	2328357	PROBOARD
Registration Number:	2950193	QUIET DIVIDER
Registration Number:	1412843	RAINBOW
Registration Number:	3439171	ROCK & ROLL
Registration Number:	3769889	RUGGEDRIDER
Registration Number:	3148413	RUNABOUT
Registration Number:	4100273	SAFE-T-SIDE
Registration Number:	2675790	SCHOOL WRAP PAC
Registration Number:	2423362	SILVERRIDER
Registration Number:	2471836	SMARTERKIDS
Registration Number:	1525918	SOFTSTAGES
Registration Number:	1813744	SOF-TEX
Registration Number:	3463558	SOUND SPONGE
Registration Number:	2950235	SPACELINE
Registration Number:	4286414	SPORTRIDER
Registration Number:	3718418	SURESTOP
Registration Number:	2906713	TEACHER QUICKSOURCE
Registration Number:	3810251	VARIO SEAT
Registration Number:	2578549	WRITE AGAIN
Registration Number:	2570088	STORE MORE
Registration Number:	2578548	HELPING TEACHERS MAKE A DIFFERENCE
Registration Number:	2447565	E.Z.C. READER
Registration Number:	2479048	REALLY GOOD STUFF FUN & CREATIVE TEACHIN
Registration Number:	2013892	REALLY GOOD STUFF
Registration Number:	4930308	READY-TO-DECORATE
Registration Number:	1112310	EDUCUBE
Registration Number:	2261154	FANNY'S PLAY HOUSE
Registration Number:	2361905	INTERNATIONAL FRIENDS

Property Type	Number	Word Mark
Registration Number:	2898392	LEARNING PRODUCTS
Registration Number:	2123444	PLAYPANELS
Registration Number:	2139007	POSE AND PLAY FRIENDS
Registration Number:	1103971	SNAP WALL
Registration Number:	2361906	
Registration Number:	2903181	
Registration Number:	2887342	ADAPTA-BENCH
Registration Number:	2887341	CHAIR3
Registration Number:	1642900	CHILDREN'S FACTORY
Registration Number:	2398410	CUDDLE-UPS
Registration Number:	2092076	FROG STREET PRESS
Registration Number:	5141287	BYE-BYE
Serial Number:	87289057	ACHIEVEMENT PRODUCTS
Serial Number:	87090203	REALLY GOOD STUFF
Serial Number:	87032999	CF
Serial Number:	87094566	SURESTOP

CORRESPONDENCE DATA

Fax Number: 3105572193

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

Phone: 310-557-2900

Email: klathrop@proskauer.com

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	70578.026
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	04/18/2017

Total Attachments: 10

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of April 18, 2017 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of Ares Capital Corporation, a Maryland corporation (“*ARCC*”), as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “*Collateral Agent*”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of April 18, 2017, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among EXCELLIGENCE LEARNING CORPORATION, a Delaware corporation (“*Borrower*”), EXCELLIGENCE HOLDINGS CORP., a Delaware corporation (“*Holdings*”), as a Guarantor, the other Guarantors from time to time party thereto, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), and ARCC, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of April 18, 2017, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the "**Trademark Collateral**"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:

EXCELLIGENCE LEARNING CORPORATION,
a Delaware corporation

ACHIEVEMENT PRODUCTS, INC.,
a Delaware corporation

ANGELES CORPORATION,
a Delaware corporation

CHILDCARE EDUCATION INSTITUTE, LLC,
a Georgia limited liability company

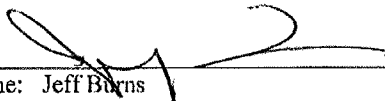
CHILDREN'S FACTORY, LLC,
a Delaware limited liability company

EARLYCHILDHOOD LLC,
a California limited liability company

EDUCATIONAL PRODUCTS, INC.,
a Texas corporation

REALLY GOOD STUFF, LLC,
a Delaware limited liability company

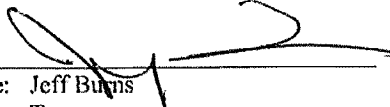
SMARTERKIDS.COM, INC.,
a Delaware corporation

By: 
Name: Jeff Burns
Title: Treasurer

[Signature Page to Grant of Security Interest in Trademark Rights]

GRANTORS:

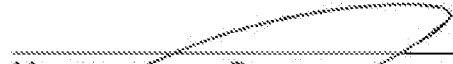
FROG STREET PRESS, LLC,
a Delaware limited liability company
*(As successor in interest to
Frog Street Press, Inc., a Texas corporation)*

By: 
Name: Jeff Burns
Title: Treasurer

[Signature Page to Grant of Security Interest in Trademark Rights]

ARES CAPITAL CORPORATION,
a Maryland corporation, as Collateral Agent

By:


Name: Scott Lee
Title: Authorized Signatory



SCHEDULE A

Registered Trademarks:

Mark	Country	Serial Number (Application No.)	Registration Number	Owner
Design Only Pinnacle LOGO	US	76307554	2,651,623	ChildCare Education Institute, LLC
Pinnacle	US	76300510	2,653,882	ChildCare Education Institute, LLC
RegistryOne	US	77968204	3,870,000	ChildCare Education Institute, LLC
Childcare Education Institute & Design	US	76661144	3,396,860	ChildCare Education Institute, LLC
Childcare Education Institute & Design	US	76661173	3,342,433	ChildCare Education Institute, LLC
F.A.M.E. Faculty Administrative Management Expert & Design	US	76661174	3,342,434	ChildCare Education Institute, LLC
Achievement Products (cl 10 - equipment)	US	73123722	1109254	Achievement Products, Inc.
Angeles	US	75758552	2452519	Angeles Corporation
Angeles (w/ trike design)	US	73663703	1477877	Angeles Corporation
Angels Rest	US	73821933	1630880	Angeles Corporation
Base Furniture Line*	US	74472666	1897533	Angeles Corporation
BaseLine (fka "Base Line")	US	75758553	2465053	Angeles Corporation
BioColor	US	74316217	1818908	Earlychildhood LLC
BioPutty	US	76205365	2584890	Earlychildhood LLC
Building Brilliance	US	85712825	4385489	Excelligence Learning Corporation
Buy Where Teachers Buy	US	85030971	3888200	Excelligence Learning Corporation
Bye Bye Buggy	US	73768646	1550889	Angeles Corporation
Bye-Bye	US	77734382	3721876	Angeles Corporation
ClassicRider	US	77626918	3675708	Excelligence Learning Corporation
Colorations (Class 16 - arts & crafts)	US	76128073	2546548	Earlychildhood LLC
Colorations (Class 2 - paint)	US	76128208	2546549	Earlychildhood LLC
ColorClass	US	85787138	4328486	Excelligence Learning Corporation
Colordesign Carpet	US	77530635	3576092	Excelligence Learning Corporation
Colors Like Me	US	76148346	2661596	Earlychildhood LLC

Mark	Country	Serial Number (Application No.)	Registration Number	Owner
Converto	US	77626844	3738832	Excelligence Learning Corporation
Dandi-Li-On	US	73511147	1344758	Earlychildhood LLC
Design Logo - "Green" Earth	US	77136061	3351369	Excelligence Learning Corporation
Design Logo - "Bird in Flight"	US	78630671	3153290	Excelligence Learning Corporation
Discount School Supply	US	85198972	4031147	Excelligence Learning Corporation
Early Childhood News	US	74361340	1852370	Earlychildhood LLC
Early Childhood News	US	86381665	4849114	Excelligence Learning Corporation
Earthchild	US	75016100	2023577	Excelligence Learning Corporation
ECMD - Design Logo	US	76527861	2876620	Excelligence Learning Corporation
ECMD (w/o design)	US	77748364	3718580	Excelligence Learning Corporation
Econoboard	US	75551630	2424420	Educational Products, Inc.
eichild.com	US	75320116	2609995	Excelligence Learning Corporation
Environments	US	85969332	4475192	Excelligence Learning Corporation
Environments, Inc.	US	73454804	1318706	Excelligence Learning Corporation
EPI	US	75551626	2426072	Educational Products, Inc.
EPI (w/ pencil)	US	75551632	2426073	Educational Products, Inc.
Excellerations	US	85387064	4429231	Excelligence Learning Corporation
Excelligence	US	76327484	2733120	Excelligence Learning Corporation
Go Togethers	US	77288362	3439965	Excelligence Learning Corporation
The Imagination Playground	US	75038724	2052213	Earlychildhood LLC
IncredibleFoam	US	77237670	3491407	Excelligence Learning Corporation
Little Kiddle	US	76625708	3097179	Achievement Products
Maple Color Line	US	77290473	3424903	Excelligence Learning Corporation
My Perfect Classroom	US	85780180	4359338	Excelligence Learning Corporation
MyRider	US	77865026	3866627	Excelligence Learning Corporation
NiftySystem	US	75517791	2432043	Excelligence Learning Corporation

Mark	Country	Serial Number (Application No.)	Registration Number	Owner
Pre3child	US	75517792	2396302	Excelligence Learning Corporation
Prima -Color	US	85781955	4324572	Excelligence Learning Corporation
Proboard	US	75551633	2328357	Educational Products, Inc.
Quiet Divider	US	78287194	2950193	Angeles Corporation
Rainbow	US	73585772	1412843	Earlychildhood LLC
Rock & Roll	US	77137309	3439171	Angeles Corporation
RuggedRider	US	77626927	3769889	Excelligence Learning Corporation
Runabout	US	78730344	3148413	Angeles Corporation
Safe-T-Side	US	85310891	4100273	Excelligence Learning Corporation
School Wrap Pac	US	75551627	2675790	Educational Products, Inc.
SilverRider	US	75918156	2423362	Angeles Corporation
Smarterkids (Class 35 - online retail)	US	75401039	2471836	SmarterKids.com, Inc.
SofStages	US	73733388	1525918	Excelligence Learning Corporation
Sof-Tex	US	74308668	1813744	Angeles Corporation
Sound Sponge	US	77159050	3463558	Excelligence Learning Corporation
SpaceLine	US	78300271	2950235	Angeles Corporation
SportRider (tricycles)	US	77765634	4286414	Excelligence Learning Corporation
SureStop	US	77730292	3718418	Excelligence Learning Corporation
Teacher QuickSource	US	78330403	2906713	Excelligence Learning Corporation
Vario Seat	US	77865043	3810251	Excelligence Learning Corporation
WRITE AGAIN	US	76312608	2578549	Really Good Stuff, LLC
STORE MORE	US	76312606	2570088	Really Good Stuff, LLC
HELPING TEACHERS MAKE A DIFFERENCE	US	76312605	2578548	Really Good Stuff, LLC
E.Z.C. READER	US	75817610	2447565	Really Good Stuff, LLC
REALLY GOOD STUFF FUN & CREATIVE TEACHING TOOLS FOR TODAY'S CLASSROOM	US	75756671	2479048	Really Good Stuff, LLC

Mark	Country	Serial Number (Application No.)	Registration Number	Owner
REALLY GOOD STUFF	US	75038394	2013892	Really Good Stuff, LLC
READY-TO- DECORATE	US	86493315	4930308	Really Good Stuff, LLC
EDUCUBE	US	73158452	1112310	Children's Factory, LLC
FANNY'S PLAY HOUSE	US	75522159	2261154	Children's Factory, LLC
INTERNATIONAL FRIENDS	US	75688643	2361905	Children's Factory, LLC
LEARNING PRODUCTS	US	78204192	2898392	Children's Factory, LLC
PLAYPANELS	US	75198989	2123444	Children's Factory, LLC
POSE AND PLAY FRIENDS	US	75257245	2139007	Children's Factory, LLC
SNAP WALL	US	73158451	1103971	Children's Factory, LLC
	US	75688644	2361906	Children's Factory, LLC
	US	78233191	2903181	Children's Factory, LLC
ADAPTA-BENCH	US	76503182	2887342	Children's Factory, LLC
CHAIR ³	US	76503181	2887341	Children's Factory, LLC
CHILDREN'S FACTORY	US	74052770	1642900	Children's Factory, LLC
CUDDLE-UPS	US	75493696	2398410	Children's Factory, LLC
FROG STREET PRESS	US	75043310	2092076	Frog Street Press, LLC
SPACELINE	EU	003697497	003697497	Angeles Corporation
RUNABAOUT	EU	010943801	010943801	Angeles Corporation
Angeles (w/trike design)	CA	0644889	TMA380483	Angeles Corporation
BYE-BYE	US	87094569	5141287	Angeles Corporation

Trademark Applications:

TRADEMARK	APPLICATION NO.	APPLICATION DATE	OWNER
Achievement Products	87289057	01/04/2017	Achievement Products, Inc.

Really Good Stuff	87090203	06/30/2016	Really Good Stuff, LLC
CF (Design)	87032999	5/11/2016	Children's Factory, LLC
SURESTOP	87094566	7/6/2016	Excelligence Learning Corporation
BYE-BYE (Chilean Application)	1235979	12/29/2016	Angeles Corporation
BYE-BYE (EU Application)	016215147	12/29/2016	Angeles Corporation