

FORM PTO-1595 (modified)

U.S. DEPARTMENT OF COMMERCE

(Rev. 6-93)

RECORDATION FORM COVER SHEET PATENTS ONLY

Patent and Trademark Office

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

<p>1. Name of conveying party(ies):</p> <p>The Aristotle Corporation</p> <p>Additional conveying party(ies) NO</p>	<p>2. Name and address of receiving party(ies):</p> <p>Bank One, N.A. 111 East Wisconsin Avenue Milwaukee, WI 53202</p> <p>Additional name(s) & address(es) attached? NO</p>
<p>3. Nature of conveyance:</p> <p>SECURITY INTEREST</p> <p>Execution Date: 10-15-2003</p>	

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

<p>A. Patent Application Number(s):</p> <p>09/950,148, 09/713,478</p>	<p>B. Patent Number(s):</p> <p>5180229, 6050826</p>
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Additional numbers attached? **NO**

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Jeffrey S. Gundersen FOLEY & LARDNER LLP Suite 3800 777 East Wisconsin Avenue Milwaukee, Wisconsin 53202-5306</p>	<p>6. Total number of applications/patents involved: 4</p> <p>7. Total fee (37 C.F.R. § 3.41): \$160.00</p> <p><input checked="" type="checkbox"/> Check Enclosed</p> <p><input type="checkbox"/> Charge to deposit account</p> <p>8. Deposit account number: 06-1447</p>
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DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

<p>Jeffrey S. Gundersen</p> <p>Name of person signing</p>	 <p>Signature</p>	<p>3/10/04</p> <p>Date</p>
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Total number of pages including cover sheet, attachments, and document: 9

CH \$160.00 061447 09950143

SECURITY AGREEMENT (PATENT)

THIS SECURITY AGREEMENT (PATENT) is entered into as of October 31, 2003 by and between The Aristotle Corporation, a Delaware corporation (the "Borrower"), and Bank One, NA, a national banking association having its principal office in Chicago, Illinois, in its capacity as agent (the "Agent"), for the Lenders and LC Issuer party to the Credit Agreement referred to below.

PRELIMINARY STATEMENT

The Borrower, the Agent, the Lenders and Bank One, NA, as LC Issuer, have entered into a Credit Agreement dated as of October 15, 2003 (as it may be amended, restated or otherwise modified from time to time, the "Credit Agreement"). The Borrower has entered into a Pledge and Security Agreement (as it may be amended, restated or otherwise modified from time to time, the "Borrower Security Agreement") in order to induce the Lenders and the LC Issuer to enter into and extend credit to the Borrower under the Credit Agreement and is entering into this Security Agreement (Patent) (as it may be amended, restated or otherwise modified from time to time, this "Agreement") to, among other things, confirm and ratify its grant to the Agent of a continuing security interest in the Patent Collateral (as defined below).

ACCORDINGLY, the Borrower and the Agent, on behalf of the Lenders and the LC Issuer, hereby agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Confirmation and Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby confirms the Borrower's grant of a security interest in the Intellectual Property Rights (including, without limitation, the Patent Collateral defined below) pursuant to the Borrower Security Agreement and, without limiting such grant, hereby pledges and grants to the Agent, for its benefit and the ratable benefit of the Lenders and the LC Issuer, to secure the prompt and complete payment and performance of the Secured Obligations (as defined in the Borrower Security Agreement), a continuing security interest in and to all right, title and interest of the Borrower in and to any and all of the following, whether now or hereafter existing or acquired (the "Patent Collateral"):

(a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Item A of Attachment 1 hereto;

(b) all patent licenses, including each patent license referred to in Item B of Attachment 1 hereto;

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in the foregoing clauses (a) and (b); and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Item A of Attachment 1 hereto, and for breach or enforcement of any patent license, including any patent license referred to in Item B of Attachment 1 hereto, and all rights corresponding thereto throughout the world.

SECTION 3. Representations and Warranties. The Borrower represents and warrants to the Agent and the Lenders that, with respect to any Patent Collateral, the loss, impairment or infringement of which could reasonably be expected to have a Material Adverse Effect:

(a) Such Patent Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;

(b) Such Patent Collateral is valid and enforceable;

(c) The Borrower has made all necessary filings and recordations to protect its interest in such Patent Collateral, including, without limitation, recordations of all interests in the Patent Collateral in the United States Patent and Trademark Office and in corresponding offices throughout the world;

(d) The Borrower is the exclusive owner of the entire and unencumbered right, title and interest in and to such Patent Collateral and no claim has been made that the use of Patent Collateral does or may violate the asserted rights of any third party; and

(e) The Borrower has performed and will continue to perform all acts and has paid and will continue to pay all required fees and taxes to maintain each and every item of Patent Collateral in full force and effect throughout the world, as applicable.

The attachments hereto contain true and complete listings and descriptions of all of the Patent Collateral.

SECTION 4. Covenants.

(a) The Borrower shall not, unless the Borrower shall either (i) reasonably and in good faith determine (and notice of such determination shall have been delivered to the Agent) that any of the Patent Collateral is of negligible economic value to the Borrower, or (ii) have a valid business purpose to do otherwise, do any act, or omit to do any act, whereby any of the Patent Collateral may lapse or become abandoned or dedicated to the public or unenforceable.

(b) The Borrower shall notify the Agent immediately if it knows, or has reason to know, that any application or registration relating to any material item of the Patent Collateral may become abandoned or dedicated to the public or placed in the public domain or invalid or unenforceable, or of any adverse determination or development (including the

institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any foreign counterpart thereof or any court) regarding the Borrower's ownership of any of the Patent Collateral, its right to register the same or to keep and maintain and enforce the same.

(c) The Borrower shall, on or before the 30th day following the end of each of the Borrower's fiscal quarters, provide the Agent with written notice of any filing during such fiscal quarter by the Borrower or any of its agents, employees, designees or licensees of any application for the registration of any Patent Collateral with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, and upon request of the Agent, shall execute and deliver any and all agreements, instruments, documents and papers as the Agent may reasonably request to evidence the Agent's security interest in such Patent Collateral and the goodwill and general intangibles of the Borrower relating thereto or represented thereby.

(d) The Borrower shall take all reasonably necessary steps, including in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue any application (and to obtain the relevant registration) filed with respect to, and to maintain any registration of the Patent Collateral, including the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings and the payment of fees and taxes (except to the extent that dedication, abandonment or invalidation is permitted under the foregoing clause (a)).

SECTION 5. Security Agreement. This Agreement has been executed and delivered by the Borrower for the purpose of, among other things, ratifying and confirming the grant of a security interest in the Patent Collateral to the Agent for the benefit of the Lenders and the LC Issuer and registering the security interest of the Agent in the Patent Collateral with the United States Patent and Trademark Office and, at the request of the Required Lenders, corresponding offices in other countries of the world. The security interest confirmed and granted hereby has been confirmed and granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the benefit of each Lender and the LC Issuer under the Borrower Security Agreement. The Borrower Security Agreement (and all rights and remedies of the Agent and each Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 6. Release of Security Interest. Upon termination of the Borrower Security Agreement in accordance with Section 8.12 thereof, the Agent shall, at the Borrower's expense, execute and deliver to the Borrower all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent Collateral which has been granted hereunder.

SECTION 7. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral granted and confirmed hereby are more fully set forth in the Borrower Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Borrower and the Agent have executed this Agreement as of the date first above written.

THE ARISTOTLE CORPORATION, as
Borrower

By: 

Title: President

BANK ONE, NA, as Agent

By: 

Title: First Vice President

[Signature Page 1 of 1 to Security Agreement (Patent)]

**ATTACHMENT 1
to
Security Agreement (Patent)**

Item A. Patents

Issued Patents

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
U.S.A.	5,180,229	01/19/93	William Phillip Niemeyer	Sampling Bag With Enclosed Wire Ends
Canada	971,090	07/15/75	Ernst M. Risgaard	Sealing Means & Methods
U.S.A.	6,050,826		Daniel C. Christianson, Judith M. Johnson, Roger E. Lidicker	Infant Simulation Device and Method Therefore

Pending Patent Application

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
U.S.A.	2002/0022212			Infant Simulation Device and Method Therefor
U.S.A.	09/713,478	11/15/00	Daniel C. Christianson	Ausculation Training System

Patent Application in Preparation

<u>Country</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
None.				