

Form PTO-1595
(Rev. 10/02)
OMB No. 0631-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Sylvan Learning, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other _____

Execution Date: April 27, 2004

2. Name and address of receiving party(ies):

Name: JPMorgan Chase Bank, as Administrative Agent

Internal Address: _____

Street Address: P.O. Box 2558

City: Houston State: TX ZIP: 77252

Additional name(s) & addresses attached? ☐ Yes ☒ No

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

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

A. Patent Application No.(s)

**09/678,030 ; 10/265,672 ; 10/265,666 ; 10/265,770 ;
10/265,771 ; 10/265,673 ; 10/355,060 ; 10/355,045 ;
10/354,987 ; 10/355,046 ; 10/354,993**

B. Patent No.(s)

6,146,148

Additional number(s) attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett LLP

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and patents involved: 12

7. Total fee (37 CFR 3.41): \$ 480.00

☐ Enclosed

☒ Authorized to be charged to deposit account credit card

8. Deposit account number: _____

(Attached duplicate copy of this page if paying by deposit account)

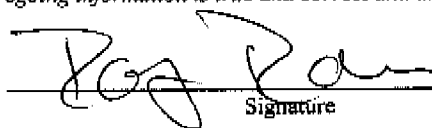
DO NOT USE THIS SPACE

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.

Robyn Rahbar, Esq.

Name of Person Signing



Signature

5/19/04

Date

Total number of pages including cover sheet, attachments, and documents: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

PATENT

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EXECUTION COPY

GRANT OF
SECURITY INTEREST IN PATENTS

THIS GRANT OF SECURITY INTEREST IN PATENTS (this "Agreement"), dated as of April 27, 2004 is made by Sylvan Learning, Inc., a Delaware corporation (the "Obligor"), in favor of JPMorgan Chase Bank, as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders") parties to the Credit Agreement, dated as of April 27, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Educate Operating Company, LLC, a Delaware limited liability company and the parent of Obligor (the "Borrower"), the Lenders, Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Documentation Agent, and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans (as defined in the Credit Agreement) and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Educate, Inc., a Delaware corporation and parent of the Borrower, the Borrower, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of April 27, 2004, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Patents; and

WHEREAS, the Obligor 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, the Obligor agrees, for the benefit of the Administrative Agent and the Secured Parties, 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 or provided by reference in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in the Patents, now owned or at any time hereafter acquired by such Obligor or in which such Obligor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Obligor's Obligations

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor 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 Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral 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 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.

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.

SYLVAN LEARNING, INC.

By: KEVIN E. JAFFER
Name: KEVIN E. JAFFER
Title: TREASURER / SECRETARY

JPMORGAN CHASE BANK,
as Administrative Agent

By: _____
Name: _____
Title: _____

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.

SYLVAN LEARNING, INC.

By: _____
Name:
Title:

JPMORGAN CHASE BANK,
as Administrative Agent

By: Kathryn A. Duncan
Name: KATHRYN A. DUNCAN
Title: VICE PRESIDENT

SCHEDULE A**U.S. Patents Registrations and Applications**

	United States	09/24/97	09/275,793	11/14/00	6146148	Patented
Automated testing and electronic instructional delivery and student management system						
Method for displaying instructional material during a learning session	United States	10/03/00	09/678,030	07/15/03	6592379	Patented
A Learning System and Method for Teacher Load Balancing	United States	10/08/02	10/265,672			Filed
Language-Based Computer Generated Instructional Material	United States	10/08/02	10/265,666			Filed
Learning System and Method for Engaging in Concurrent Interactive and	United States	10/08/02	10/265,770			Filed
Learning System and Method for Holding Incentive-Based Learning	United States	10/09/02	10/265,771			Filed
Learning System for Enabling Separate Teacher-Student Interaction Over Selected	United States	10/09/02	10/265,673			Filed
A Method for Assembling Instruction Material Relating to a Learning Session That is	United States	01/31/03	10/355,060			Filed
A Method for Generating Teacher and Student Workbooks Relating to a Learning Session	United States	01/31/03	10/355,045			Filed
A Method for Instructing a Student Using an Automatically Generated Student Profile	United States	01/31/03	10/354,987	12/23/03	6666687	Patented
A Method for Managing A Learning Session Over a Network	United States	01/31/03	10/355,046			Filed
A Method for Recording Information Relating to a Learning Session That is	United States	01/31/03	10/354,993			Filed

Sylvan Learning, Inc. is the record owner of all of the above patents.

PATENT

RECORDED: 05/20/2004

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