

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Intellitools, Inc.	04/12/2007
Kurzweil Educational Systems, Inc.	04/12/2007

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as Collateral Agent
Street Address:	200 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10166

PROPERTY NUMBERS Total: 22

Property Type	Number
Patent Number:	D352280
Patent Number:	5450078
Patent Number:	5692140
Patent Number:	5875428
Patent Number:	6173264
Patent Number:	6052663
Patent Number:	6137906
Patent Number:	6033224
Patent Number:	5999903
Patent Number:	6014464
Patent Number:	6587583
Patent Number:	6246791
Patent Number:	6320982
Patent Number:	6199042

CH \$880.00 D352280

Patent Number:	6068487
Patent Number:	6256610
Patent Number:	6188779
Application Number:	11205479
Application Number:	11205480
Application Number:	11205481
Application Number:	11205696
Application Number:	11205490

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8002210770
Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 871223
NAME OF SUBMITTER:	Matthew Mayer

Total Attachments: 6
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Patent Security Agreement

Patent Security Agreement, dated as of April 12, 2007, by and among INTEL-LITOOOLS, INC., a California corporation and KURZWEIL EDUCATIONAL SYSTEMS, INC., a Delaware corporation (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of BARCLAYS BANK PLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Patents of such Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

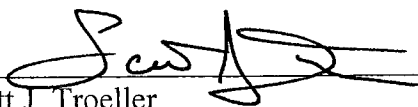
SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

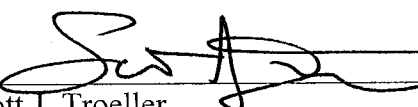
IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

INTELLITOOLS, INC.


By: 
Scott J. Troeller
Vice-President

KURZWEIL EDUCATIONAL SYSTEMS,
INC.

By: 
Scott J. Troeller
Vice-President

Accepted and Agreed:

BARCLAYS BANK PLC,
as Collateral Agent

By: 
Name: David Barton
Title: Associate Director

[Patent Security Agreement]

PATENT
REEL: 019235 FRAME: 0285

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

OWNER	PATENT NUMBER	DESCRIPTION
INTELLITOOLS, INC.	D352,280	COMPUTER KEYBOARD
INTELLITOOLS, INC.	5,450,078	MEMBRANE COMPUTER KEYBOARD AND METHOD
INTELLITOOLS, INC.	5,692,140	METHODS AND APPARATUS FOR SYNCHRONIZING APPLICATION AND UTILITY PROGRAMS
KURZWEIL EDUCATIONAL SYSTEMS, INC.	5,875,428	READING SYSTEM DISPLAYING SCANNED IMAGES WITH DUAL HIGHLIGHTING
KURZWEIL EDUCATIONAL SYSTEMS, INC.	6,173,264	READING SYSTEM DISPLAYING SCANNED IMAGES WITH DUAL HIGHLIGHTING
KURZWEIL EDUCATIONAL SYSTEMS, INC.	6,052,663	READING SYSTEMS WHICH READS ALOUD FROM AN IMAGE REPRESENTATION OF A DOCUMENTS
KURZWEIL EDUCATIONAL SYSTEMS, INC.	6,137,906	CLOSEST WORD ALGORITHM
KURZWEIL EDUCATIONAL SYSTEMS, INC.	6,033,224	READING MACHINE SYSTEM FOR THE BLIND HAVING A DICTIONARY
KURZWEIL EDUCATIONAL SYSTEMS, INC.	5,999,903	READING SYSTEM HAVING RECURSIVE DICTIONARY AND TALKING HELP MENU
KURZWEIL EDUCATIONAL SYSTEMS, INC.	6,014,464	COMPRESSION/ DECOMPRESSION ALGORITHM FOR IMAGE DOCUMENTS HAVING TEXT GRAPHICAL AND COLOR CONTENT
KURZWEIL EDUCATIONAL SYSTEMS, INC.	6,587,583	COMPRESSION/DECOMPRESSION ALGORITHM FOR IMAGE DOCUMENTS HAVING TEXT, GRAPHICAL AND COLOR CONTENT
KURZWEIL EDUCATIONAL SYSTEMS, INC.	6,246,791	COMPRESSION/DECOMPRESSION ALGORITHM FOR IMAGE DOCUMENTS HAVING TEXT, GRAPHICAL AND COLOR CONTENT

KURZWEIL EDUCATIONAL SYSTEMS, INC.	6,320,982	COMPRESSION/DECOMPRESSION ALGORITHM FOR IMAGE DOCUMENTS HAVING TEXT, GRAPHICAL AND COLOR CONTENT
KURZWEIL EDUCATIONAL SYSTEMS, INC.	6,199,042	COMPUTER SPEECH READING SYSTEM USING HUMAN VOICE AND TEXT DISPLAY
KURZWEIL EDUCATIONAL SYSTEMS, INC.	6,068,487	SPELLER FOR READING SYSTEM
KURZWEIL EDUCATIONAL SYSTEMS, INC.	6,256,610	HEADER/FOOTER AVOIDANCE READING SYSTEM
KURZWEIL EDUCATIONAL SYSTEMS, INC.	6,188,779	DUAL PAGE MODE DETECTION

PATENT APPLICATIONS

OWNER	PATENT APPLICATION NUMBER	DESCRIPTION
KURZWEIL EDUCATIONAL SYSTEMS, INC.	20070043669	TECHNIQUES FOR PROTECTED VIEWING OF DIGITAL FILES
KURZWEIL EDUCATIONAL SYSTEMS, INC.	20070043670	TAGS FOR UNLOCKING DIGITAL CONTENT
KURZWEIL EDUCATIONAL SYSTEMS, INC.	20070043671	PROTECTED VIEWING OF DIGITAL FILES
KURZWEIL EDUCATIONAL SYSTEMS, INC.	20070043678	OPTICAL CHARACTER RECOGNITION TECHNIQUE FOR PROTECTED VIEWING OF DIGITAL FILES
KURZWEIL EDUCATIONAL SYSTEMS, INC.	20070043810	UNLOCKING DIGITAL CONTENT ON REMOTE SYSTEMS