

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CompassLearning, Inc.	03/16/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	P.O. Box 2558
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77252
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	5310349
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)455-2502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	(212) 455-7976
<b>Email:</b>	ksolomon@stblaw.com
<b>Correspondent Name:</b>	Mindy M. Lok, Esq.
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP
<b>Address Line 2:</b>	425 Lexington Avenue
<b>Address Line 4:</b>	New York, NEW YORK 10017
<b>ATTORNEY DOCKET NUMBER:</b>	509265/1219
<b>NAME OF SUBMITTER:</b>	Mindy M. Lok

**OP \$40.00 5310349**

**Total Attachments: 5**  
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GRANT OF  
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), dated as of March 16, 2009, is made by COMPASSLEARNING, INC., a Delaware corporation (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, as Administrative Agent (the "Agent") for the lending and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of March 2, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among DOCTOR ACQUISITION CO., a Delaware corporation, RDA HOLDING CO., a Delaware corporation, THE READER'S DIGEST ASSOCIATION, INC., a Delaware corporation, the Overseas Borrowers from time to time party thereto (together with the Company, the "Borrowers"), the Lenders, the Agent, CITICORP NORTH AMERICA, INC. and MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, as Co-Syndication Agents, and THE ROYAL BANK OF SCOTLAND PLC, as Documentation Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrowers, the Grantor and certain other related entities have executed and delivered a Guarantee and Collateral Agreement, dated as of March 2, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations, the Grantor, pursuant to the Guarantee and Collateral Agreement, pledged and granted to the Agent for the ratable benefit of the Secured Parties a security interest in all Intellectual Property, including the Patents; and

WHEREAS, the 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 Credit Extensions and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the ratable benefit of 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 Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a security interest in the Patents (including, without limitation, those items listed on Schedule A hereto), to the Agent for the ratable benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the 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 Agent for the ratable benefit of 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 Agent thereunder) shall remain in full force and effect in accordance with its terms.

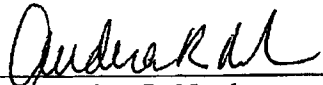
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Patents granted hereby are more fully set forth in the Credit Agreement and Guarantee and Collateral Agreement, the terms and provisions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

*[Remainder of page intentionally left blank]*

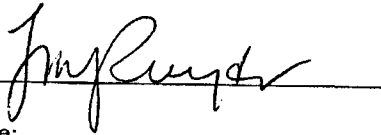
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of this 16<sup>th</sup> day of March, 2009.

COMPASSLEARNING, INC.

By:   
Name: Andrea R. Newborn  
Title: Secretary

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST IN PATENT RIGHTS]

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

By:   
Name: **TINA L. RUYTER**  
Title: **VICE PRESIDENT**

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST IN PATENT RIGHTS]

**SCHEDULE A**

**U.S. Patents & Patent Applications**

<u>Title</u>	<u>Patent Number/Application Number</u>	<u>Owner</u>
Instructional Management System	5,310,349	CompassLearning, Inc.

509265-1219-11978-Active.11569101.2