

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
Cambium Learning Group, Inc.	05/09/2011
VSS-Cambium Holdings II Corp.	05/09/2011
VSS-Cambium Holdings, LLC	05/09/2011
VSS-Cambium Holdings IV, LLC	05/09/2011
Kurzweil/Intellitools, Inc.	05/09/2011
Cambium Learning, Inc.	05/09/2011

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Collateral Agent
Street Address:	625 Marquette Avenue, MAC N9311-110
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55479

PROPERTY NUMBERS Total: 21

Property Type	Number
Patent Number:	D352280
Patent Number:	5450078
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

501556648

PATENT  
REEL: 026400 FRAME: 0700

CH \$840.00 D352280

Patent Number:	6320982
Patent Number:	6199042
Patent Number:	6068487
Patent Number:	6256610
Patent Number:	6188779
Patent Number:	7861307
Application Number:	11205479
Application Number:	11205480
Application Number:	11205481
Application Number:	11205696

#### CORRESPONDENCE DATA

Fax Number: (302)636-5454

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 202-408-3121 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Co.-J. Paterson

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	803000-10
-------------------------	-----------

NAME OF SUBMITTER:	Jean Paterson
--------------------	---------------

#### Total Attachments: 11

source=6-7-11 Cambium Learning-PT#page1.tif

source=6-7-11 Cambium Learning-PT#page2.tif

source=6-7-11 Cambium Learning-PT#page3.tif

source=6-7-11 Cambium Learning-PT#page4.tif

source=6-7-11 Cambium Learning-PT#page5.tif

source=6-7-11 Cambium Learning-PT#page6.tif

source=6-7-11 Cambium Learning-PT#page7.tif

source=6-7-11 Cambium Learning-PT#page8.tif

source=6-7-11 Cambium Learning-PT#page9.tif

source=6-7-11 Cambium Learning-PT#page10.tif

source=6-7-11 Cambium Learning-PT#page11.tif

2. ADDITIONAL NAMES OF CONVEYING PARTY (IES) (In connection with Item 1 of Patent Recordation Form Cover Sheet):

Name: VSS-Cambium Holdings II Corp.

Name: VSS-Cambium Holdings, LLC

Name: VSS-Cambium Holdings IV, LLC

Name: Kurzweil/Intellitools, Inc.

Name: Cambium Learning, Inc.

## GRANT OF SECURITY INTEREST IN PATENT RIGHTS

THIS GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this "Agreement"), dated as of May 9, 2011 is made by **CAMBIUM LEARNING GROUP, INC.** ("Company"), a Delaware corporation, with offices at 17855 North Dallas Parkway, Suite 400, Dallas, Texas 75287, and each of the other entities listed on the signature pages hereof (together with the Company, the "Grantors") in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, with offices at MAC N9311-110, 625 Marquette Avenue, Minneapolis, Minnesota 55479, as Notes Collateral Agent (in such capacity, the "Agent") for the Secured Parties, in accordance with the Indenture, dated as of February 17, 2011 (as further amended, supplemented or otherwise modified from time to time, the "Indenture"), among Cambium Learning Group, Inc. (the "Issuer"), the guarantors from time to time party thereto and the Agent.

### W I T N E S S E T H:

WHEREAS, pursuant to the Indenture, the Issuer has issued the Notes (as defined in the Indenture);

WHEREAS, in connection with the Indenture, the Issuer and certain other subsidiaries of the Issuer have executed and delivered a Security Agreement, dated as of February 17, 2011, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed to grant to the Agent for the benefit of the Secured Parties, a continuing security interest in all Intellectual Property, including, without limitation, 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 Holders to Purchase the Notes, and to secure the Secured Obligations, the Grantor agrees, for the benefit of the 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 Security Agreement.

SECTION 2. Notice of Grant of Security Interest. Pursuant to the Security Agreement, the Grantors assign and grant to the Agent, on behalf and for the benefit of the Secured Parties, and to secure the prompt and complete payment and performance of all Secured Obligations, a security interest in all of its right, title and interest in, to and under the Grantors' Patents (including, without limitation, those items listed on Schedule A hereto).

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

SECTION 4. Acknowledgment. Grantors do hereby further acknowledge and affirm that the rights and remedies of the Agent and the Secured Parties with respect to the security interest in the Patents granted hereby are more fully set forth in the Indenture and the Security Agreement, the terms and provisions of which (including, without limitation, 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 Agreement, the terms of the Security 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; Signatures appear on following page.]

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.

CAMBIUM LEARNING GROUP, INC.

By: 

Name: Ronald Klausner

Title: Chief Executive Officer

VSS-CAMBIUM HOLDINGS II CORP.

By: \_\_\_\_\_

Name: Scott J. Troeller

Title: President

VSS-CAMBIUM HOLDINGS, LLC

By: VSS-Cambium Holdings II Corp., its sole member

By: \_\_\_\_\_

Name: Scott J. Troeller

Title: President

VSS-CAMBIUM HOLDINGS IV, LLC

By: VSS-Cambium Holdings, LLC, its sole member

By: VSS-Cambium Holdings II Corp., its sole member

By: \_\_\_\_\_

Name: Scott J. Troeller

Title: President

CAMBIUM LEARNING, INC.

By: 

Name: Ronald Klausner

Title: Chief Executive Officer

KURZWEIL/INTELLITOOLS, INC.

By: 

Name: Brad Almond

Title: Chief Financial Officer

{Signature Page to Patent Security Agreement}

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.

CAMBIUM LEARNING GROUP, INC.

By: \_\_\_\_\_

Name: Ronald Klausner

Title: Chief Executive Officer

VSS-CAMBIUM HOLDINGS II CORP.

By: \_\_\_\_\_

Name: Scott J. Troeller

Title: President

VSS-CAMBIUM HOLDINGS, LLC

By: VSS-Cambium Holdings II Corp., its sole member

By: \_\_\_\_\_

Name: Scott J. Troeller

Title: President

VSS-CAMBIUM HOLDINGS IV, LLC

By: VSS-Cambium Holdings, LLC, its sole member

By: VSS-Cambium Holdings II Corp., its sole member

By: \_\_\_\_\_

Name: Scott J. Troeller

Title: President

CAMBIUM LEARNING, INC.

By: \_\_\_\_\_

Name: Ronald Klausner

Title: Chief Executive Officer

KURZWEIL/INTELLITOOLS, INC.

By: \_\_\_\_\_

Name: Brad Almond

Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

LAZEL, INC.

By: Brad Almond

Name: Brad Almond

Title: Chief Financial Officer

CAMBIUM EDUCATION, INC.

By: Brad Almond

Name: Brad Almond

Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]



**WELLS FARGO BANK, NATIONAL ASSOCIA-  
TION,**

as Notes Collateral Agent

By:   
Name: Richard Prokosch  
Title: Vice President

[Signature Page to Patent Security Agreement]

**SCHEDULE A**

**U.S. Patent Registrations and Applications**

SEE ATTACHED

**U.S. Patents and Patent Applications**

**Registered Patents:**

<b>PATENT NUMBER</b>	<b>DESCRIPTION</b>
D352,280	COMPUTER KEYBOARD
5,450,078	MEMBRANE COMPUTER KEYBOARD AND METHOD
5,875,428	READING SYSTEM DISPLAYING SCANNED IMAGES WITH DUAL HIGHLIGHTING
6,173,264	READING SYSTEM DISPLAYING SCANNED IMAGES WITH DUAL HIGHLIGHTING
6,052,663	READING SYSTEMS WHICH READS ALOUD FROM AN IMAGE REPRESENTATION OF A DOCUMENTS
6,137,906	CLOSEST WORD ALGORITHM
6,033,224	READING MACHINE SYSTEM FOR THE BLIND HAVING A DICTIONARY
5,999,903	READING SYSTEM HAVING RECURSIVE DICTIONARY AND TALKING HELP MENU
6,014,464	COMPRESSION/ DECOMPRESSION ALGORITHM FOR IMAGE DOCUMENTS HAVING TEXT GRAPHICAL AND COLOR CONTENT
6,587,583	COMPRESSION/DECOMPRESSION ALGORITHM FOR IMAGE DOCUMENTS HAVING TEXT, GRAPHICAL AND COLOR CONTENT
6,246,791	COMPRESSION/DECOMPRESSION ALGORITHM FOR IMAGE DOCUMENTS HAVING TEXT, GRAPHICAL AND COLOR CONTENT
6,320,982	COMPRESSION/DECOMPRESSION ALGORITHM FOR IMAGE DOCUMENTS HAVING TEXT, GRAPHICAL AND COLOR CONTENT
6,199,042	COMPUTER SPEECH READING SYSTEM USING HUMAN VOICE AND TEXT DISPLAY
6,068,487	

PATENT NUMBER	DESCRIPTION
	SPELLER FOR READING SYSTEM
6,256,610	HEADER/FOOTER AVOIDANCE READING SYSTEM
6,188,779	DUAL PAGE MODE DETECTION
7,861,307	UNLOCKING DIGITAL CONTENT ON REMOTE SYSTEMS

**Pending Applications:**

PATENT PUBLICATION AND APPLICATION NUMBERS	DESCRIPTION
20070043669 11/205,479	TECHNIQUES FOR PROTECTED VIEWING OF DIGITAL FILES
20070043670 11/205,480	TAGS FOR UNLOCKING DIGITAL CONTENT
20070043671 11/205,481	PROTECTED VIEWING OF DIGITAL FILES
20070043678 11/205,696	OPTICAL CHARACTER RECOGNITION TECHNIQUE FOR PROTECTED VIEWING OF DIGITAL FILES