

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT (FIRST LIEN)
CONVEYING PARTY DATA	
Name	Execution Date
PLATO, INC.	05/17/2012
RECEIVING PARTY DATA	
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6185688
Patent Number:	6195687
CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	LATHAM & WATKINS LLP
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR
Address Line 4:	COSTA MESA, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	038263-0260
NAME OF SUBMITTER:	KRISTIN J AZCONA
Total Attachments: 5 source=PLATO - Final PSA (First Lien)#page1.tif source=PLATO - Final PSA (First Lien)#page2.tif source=PLATO - Final PSA (First Lien)#page3.tif source=PLATO - Final PSA (First Lien)#page4.tif source=PLATO - Final PSA (First Lien)#page5.tif	

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PATENT SECURITY AGREEMENT (FIRST LIEN)

PATENT SECURITY AGREEMENT (FIRST LIEN) ("Agreement"), dated as of May 17, 2012, by PLATO, Inc., a corporation of Delaware ("Grantor"), in favor of Credit Suisse AG, Cayman Islands Branch, located at Eleven Madison Avenue, New York, NY 10010, as collateral agent (in such capacity, including any successor thereto, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, Grantor owns the Patents (as defined in the Guarantee and Collateral Agreement referenced below) and Patent applications listed as owned by such Grantor on Schedule 1 annexed hereto;

WHEREAS, pursuant to that certain Credit Agreement (First Lien) dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrower, Holdings, the Lenders (as each is defined in the Credit Agreement) and, in its capacity as administrative agent and collateral agent, the Collateral Agent, Lenders and the Issuing Banks (as defined in the Credit Agreement) have agreed to extend credit to the Borrower pursuant to, and upon the terms and conditions specified therein;

WHEREAS, the obligations of the Lenders and the Issuing Banks to extend credit to the Borrower are conditioned upon, among other things, the execution and delivery of that certain Guarantee and Collateral Agreement (First Lien) dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") among the Borrower, Holdings, the subsidiaries of the Borrower from time to time party thereto (including Grantor) and, in its capacity as collateral agent, the Collateral Agent; and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, Grantor has pledged to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and granted to the Collateral Agent, its successors and assigns, a security interest in all right, title or interest in the Patent Collateral (as defined below), whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time may acquire any right, title or interest, as security for the payment or performance, as the case may be of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, as security for the payment or performance, as the case may be of the Obligations, hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, a security interest in all right, title or interest in or to the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time may acquire any right, title or interest):

- (a) all of the Patents owned by such Grantor, including, without limitation:
  - (i) each issued Patent and Patent application listed as owned by such Grantor on Schedule 1 annexed hereto;

- (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein; and
- (iii) all proceeds of and products of such Patents, including any claim by such Grantor against third parties for past, present, future infringement of such Patents.

The foregoing security interest is granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral 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 Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.


This Agreement shall be construed in accordance with and governed by the laws of the state of New York, without regard to conflict of laws principles. Each party hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any New York State court or Federal court of the United States of America, sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court.

This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

PLATO, INC.

By: 

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Name: Robert J. Rueckl

Title: Chief Financial Officer

Acknowledged and Agreed:

**CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,**  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

*Signature Page to Patent Security Agreement (First Lien)*

**SCHEDULE 1**  
**to**  
**Patent Security Agreement (First Lien)**

PATENTS OWNED BY PLATO, INC.

*U.S. Patents*

<b>Title</b>	<b>App. No./ Filing Date</b>	<b>Patent No./ Issue Date</b>
METHOD FOR CONTROLLING SECURITY OF A COMPUTER REMOVABLY COUPLED IN A NETWORK	09/044511 3/18/1998	6185688 2/6/2001
METHOD AND APPARATUS FOR MASTER-SLAVE CONTROL IN AN EDUCATIONAL CLASSROOM COMMUNICATION NETWORK	09/044698 3/18/1998	6195687 2/27/2001