

11/14/03

12-12-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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

Tab settings

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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):

Experior Assessments, L.L.C.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: October 31, 2003

2. Name and address of receiving party(ies)

Name: Wachovia Bank, National Association

Internal Address: NOV 16 2003

Street Address: 370 Scotch Road

City: West Trenton State: NJ Zip: 08628

- Individual(s) citizenship Association - national banking association

General Partnership

Limited Partnership

Corporation-State

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

75/564,629

B. Trademark Registration No.(s)

2,702,795

Additional number(s) attached Yes No

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

Name: Wachovia Bank, National Association

Internal Address:

Street Address: 370 Scotch Road

City: West Trenton State: NJ Zip: 08628

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41): \$ 190.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach 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.

Francis J. Quina, Esq. Attorney At Law State of New Jersey

Signature

Date 11/14/03

Total number of pages including cover sheet, attachments, and document:

12/11/2003 ECOOPER 00000084 75564629

Documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:8521 40.00 DP 02 FC:8522 150.00 DP

TRADEMARK REEL: 002881 FRAME: 0799

TRADEMARK SCHEDULE

No.	Mark	Reg./Serial No.	Status	Date of First Use	Reg./ Filing Date	Goods/Services
1	EXPERIOR ASSESSMENTS	75/564,629	Pending application <i>(petition to revive granted 8/17/01 - prior counsel abandoned application)</i>	10/98	10/5/98	standardized testing, namely, professional assessment testing conducted via a computer based medium, the testing being required by governmental authorities in connection with professional licensing requirements
2	EXPERIOR	2,702,795	Registered	1/1/99	4/1/03	standardized testing, namely, professional assessment testing conducted via a computer based medium, the testing being required by governmental authorities in connection with professional licensing requirements
3	PUT US TO THE TEST	2,403,975	Registered	9/3/99	11/14/00	standardized testing, namely, professional assessment testing conducted via a computer based medium or by paper and pencil, the testing being required by governmental authorities in connection with professional licensing requirements
4	SECURETEST	76/094,583	Pending application	3/98	7/20/00	standardized testing security services, namely, designing, preparing, administering, scoring and monitoring of customized tests and candidate testing records for others

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5	INTELLITEST	2,697,684	Registered	1/27/99	3/18/03	exam development and administration services in the field of educational and professional licensure testing
6	EXPERIOR & Design	76/470,212	Pending application	Filed as intent-to-use app.	9/30/02	professional testing and licensing services
7	EXPERIOR TESTING NETWORK	76/470,212	Pending application	Filed as intent-to-use app.	11/26/02	administering and scoring of standardized tests

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**TRADEMARK AND COPYRIGHT COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

THIS AGREEMENT is made and entered into as of this 31<sup>st</sup> day of October, 2003, between **EXPERIOR ASSESSMENTS, LLC**, a Delaware limited liability company corporation having a mailing address c/o The Chauncey Group International, Ltd., 664 Rosedale Road, Princeton, New Jersey 08540 ("Assignor") and **WACHOVIA BANK, NATIONAL ASSOCIATION**, having a mailing address at 370 Scotch Road, West Trenton, New Jersey 08628 ("Lender").

1. To secure the complete and timely satisfaction of all obligations, indebtedness, and liabilities of Assignor to Lender, now arising or hereafter arising under the Loan Documents (as defined in the Revolving Credit Agreement, of even date herewith, between Assignor, the Guarantors and Lender (the "Revolving Credit Agreement")) (collectively the "Liabilities"), Assignor hereby grants, assigns and conveys to Lender, and grants to Lender a security interest in, the entire right, title, and interest in and to the trademark and copyright application and trademark and copyright listed in **SCHEDULE A** hereto (as the same may be amended pursuant hereto from time to time), including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present, and future infringements and all rights corresponding thereto through the world (the foregoing is called the "Trademark and Copyright"), and the goodwill of the business to which the Trademark and Copyright relates.

2. Assignor covenants and warrants that:

(a) The Trademark and Copyright is subsisting and has not been adjudged invalid or unenforceable;

(b) To the best of Assignor's knowledge, the Trademark and Copyright is valid and enforceable;

(c) No claim has been made that the use of the Trademark and Copyright does or may violate the rights of any third person;

(d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to the Trademark and Copyright, free and clear of any liens, charges, and encumbrances, including without limitation pledges, assignments, licenses, registered-user agreements, and covenants by Assignor not to sue third persons;

(e) Assignor has the limited liability company power and authority to enter into this Agreement and perform its terms;

(f) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademark and Copyright; and

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3. Assignor agrees that, until all the Liabilities shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) that is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent.

4. If, before the Liabilities shall have been satisfied in full, Assignor shall obtain rights to any new trademarks and copyrights, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give to Lender prompt notice thereof in writing.

5. Assignor authorizes Lender to modify this Agreement by amending Schedule A to include any future trademarks, copyrights and trademark and copyright applications covered by paragraphs 1 and 5 hereof.

6. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Revolving Credit Agreement or any Loan Documents), Lender hereby grants to Assignor the exclusive, nontransferable right and license to use the Trademarks and Copyrights on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this paragraph 7, without the prior written consent of Lender.

7. If any such Event of Default shall have occurred and be continuing, Assignor's license under the Trademark and Copyright, as set forth in paragraph 7, shall terminate forthwith, and the Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the jurisdiction where Assignor is organized, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in New Jersey, or elsewhere, all or from time to time any of the Trademarks or Copyrights, or any interest that the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademark and Copyright all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Liabilities. Any remainder of the proceeds after payment in full of the Liabilities shall be paid over to the Assignor. Notice of any sale or other disposition of the Trademark and Copyright shall be given to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks and Copyrights are to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Note (as defined in the Credit Agreement) or Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademark and Copyright sold, free from any right to redemption on the part of Assignor, which right is hereby waived and released.

8. At such time as Assignor shall completely satisfy all of the Liabilities, this Agreement shall terminate and Lender shall execute and deliver to Assignor all deeds, assignments, and other instruments as may be necessary or proper to revest in Assignor full title

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to the Trademark and Copyright, subject to any disposition thereof that may have been made by Lender pursuant hereto.

9. Any and all fees, costs, and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, costs of discharging encumbrances or otherwise protecting, maintaining, or preserving the Trademark and Copyright, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark and Copyright, shall be borne and paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Liabilities and shall bear interest at the highest rate prescribed in the Credit Agreement.

10. Assignor shall have the duty diligently, through counsel acceptable to Lender, to prosecute any trademark and copyright application of the Trademark and Copyright pending as of the date of this Agreement or thereafter until the Liabilities shall have been paid in full, to make federal application on a registrable but unregistered Trademark and Copyright, to file and prosecute opposition and cancellation proceedings, and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Trademark and Copyright. Any expenses incurred in connection with the Trademark and Copyright shall be borne by Assignor. The Assignor shall not abandon the Trademark and Copyright without the consent of the Lender, which consent shall not be unreasonably withheld.

11. Assignor shall have the right, with the prior written consent of Lender, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings, or lawsuit in its own name to enforce or protect the Trademark and Copyright, in which event Lender may, if necessary, be joined as a nominal party to such suit if Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs, and expenses, including attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph 12.

12. In the event of the occurrence and during the continuance of any Event of Default under the Loan Agreement, Assignor hereby authorizes and empowers Lender to make, constitute, and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers, and instruments necessary for Lender to use the Trademark and Copyright, or to grant or issue any exclusive or nonexclusive license under the Trademark and Copyright to anyone else necessary for Lender to assign, pledge, convey, or otherwise transfer title in or dispose of the Trademark and Copyright to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. If Assignor fails to comply with any of its obligations hereunder, Lender may do so in Assignor's name or in Lender's name, but at Assignor's expense, and Assignor hereby

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agrees to reimburse Lender in full for all expenses, including reasonable attorney's fees, incurred by Lender in protecting, defending, and maintaining the Trademark and Copyright.

14. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power, or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any rights, power, or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

15. All of Lender's rights and remedies with respect to the Trademark and Copyright, whether established hereby or by the Credit Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable, and if any clause or provision should be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6.

18. As used herein "Credit Agreement" means that Revolving Credit and Security Agreement between Assignor and Lender of even date herewith, as the same may be amended from time to time.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

20. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the local laws of the State of New Jersey.

[intentionally left blank]

21. Assignor hereby authorizes and empowers Lender to make, constitute, and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Assignor's true and lawful attorney-in fact, with the power to complete Schedule A affixed hereto. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.




WITNESS the execution as of the day and year first above written.

**ASSIGNOR:**

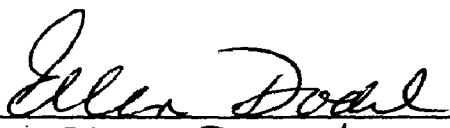
**EXPERIOR ASSESSMENTS, LLC**  
Taxpayer Identification Number: 87-0621405

By: \_\_\_\_\_, Member

By:   
Name: Michael Fitton  
Title: Chief Executive Officer

**LENDER:**

**WACHOVIA BANK, NATIONAL ASSOCIATION**

By:   
Name: Ellen Dodel  
Title: Vice President

**SCHEDULE A**

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**RECORDED: 11/18/2003**

**TRADEMARK  
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