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07-15-2003

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To the Honorable Commissioner of Patents

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Sylvan Learning, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 30, 2003

2. Name and address of receiving party(ies):

Name: JPMorgan Chase Bank, as Administrative Agent

Internal Address: \_\_\_\_\_

Street Address: P.O. Box 2558

City: Houston State: TX ZIP: 77252

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation 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)

See Attached Schedule A

B. Trademark Registration No.(s)

See Attached Schedule A

Additional number(s) attached?  Yes  No

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

Name: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett LLP

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved:

42

7. Total fee (37 CFR 3.41): \$ 1,065.00

- Enclosed
- Authorized to be charged to deposit account credit card

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.

Robyn Rahbar, Esq.  
Name of Person Signing

*Robyn Rahbar*  
Signature

7/14/03  
Date

Total number of pages including cover sheet, attachments, and document: 9

07/15/2003 JJALLAH2 00000012 75302250

01 FC:4521  
02 FC:4522

40.00 0P Mail documents to be recorded with required cover sheet information to:  
1025.00 0P Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002777 FRAME: 0251

SCHEDULE A

U.S. Trademarks Registrations and Applications

Corporate	Discover... Explore... Invent	U.S.	75/302250	06/02/97	02/02/99	2,221,236	Registered
Corporate	Miscellaneous Design (Johnny "Child in White")	U.S.			04/16/85	1,331,327	Registered
Corporate	Miscellaneous Design of Child Reading (Johnny)	U.S.			09/11/01	2,487,732	Registered
Corporate	Sylvan	U.S.	73/578943	01/22/86	09/23/86	1,410,891	Registered
Corporate	Sylvan Learning Systems	U.S.			08/03/93	1,786,045	Registered
Ventures	Sylvan Ventures	U.S.	76/167599	11/16/00	07/02/02	2,587,735	Registered
Ventures	Sylvan Ventures and Design	U.S.	76/167587	11/16/00			Pending
eSylvan	Log on, Learn	U.S.	76/135351	09/26/00			Pending
eSylvan	Log on, Learn	U.S.	75/981802	09/26/00			Pending
Learning Center	Advanced Youth Scholar Program	U.S.	75/731574	06/16/99	05/21/02	2,572,252	Registered
Learning Center	Better Grades Are Just the Beginning	U.S.	74/576092	09/20/94	11/18/97	2,113,260	Registered
Learning Center	Ivy West	U.S.	74/486354	12/03/93	07/18/95	1,906,024	Registered
Learning Center	Success Is Learned	U.S.	75/775862	08/12/99	11/06/01	2,503,489	Registered
Learning Center	Successful Student	U.S.	75/283426	04/29/97	02/03/98	2,134,672	Registered
Learning Center	Sylvan at College	U.S.	75/716478	05/27/99	05/23/00	2,377,243	Registered
Learning Center	Sylvan at School	U.S.	75/716476	05/27/99	09/05/00	2,382,813	Registered
Learning Center	Sylvan Clear Writing	U.S.	73/745303	08/11/88	03/28/89	1,532,383	Registered
Learning Center	Sylvan Learning Center	U.S.	73/496345	08/24/84	04/09/85	1,330,154	Registered
Learning Center	Sylvan Learning Center w/ "Child in Dark" design	U.S.	73/453587	11/21/83	10/30/84	1,303,186	Registered
Learning Center	Sylvan Skills Assessment	U.S.	75/125216	06/25/96	05/12/98	2,156,097	Registered
Learning Center	Sylvan Study Power	U.S.	74/252356	03/05/92	12/21/93	1,812,607	Registered
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Learning Center	Learning Feels Good	U.S.	76/307961	08/31/01	05/6/03	2,714,425	Registered
Learning Center	MATH ESSENTIALS	U.S.	76/282,116				Pending
Learning Center	Sylvan Advantage	U.S.					Pending
Learning Center	Sylvan Learning Centers	U.S.	76/096,586			2,716,440	Registered
Learning Foundation	Book Adventure	U.S.	75/518676	07/14/98	03/26/02	2,553,024	Registered
Learning Foundation	Rex Reader - DESIGN ONLY	U.S.	76/160992	11/07/00	09/10/02	2,616,897	Registered
Sylvan Education	Sylvan at Work	U.S.	74/420753	08/05/93	05/10/94	1,835,776	Registered

Solutions									
Sylvan Education Solutions	ACHIEVEENGLISH	U.S.	76/471267	11/18/02				Pending	
Sylvan Education Solutions	ACHIEVEMATH	U.S.	76/471250	11/18/02				Pending	
Sylvan Education Solutions	ACHIEVEREADING	U.S.	76/471140	11/18/02				Pending	
Sylvan Education Solutions	Career Starters	U.S.	76/112625	08/18/00	10/22/02	2,638,273		Registered	
Sylvan Education Solutions	EARLYLEARNERS	U.S.	76/471294	11/18/02				Pending	
Sylvan Education Solutions	SOLUTIONSPUS	U.S.	76/471268	11/18/02				Pending	
eSylvan	ESYLVAN	U.S.	75/866433	12/07/99	03/12/02	2,548,111		Registered	
eSylvan	ESYLVAN.COM	U.S.	75/866434	12/07/99	10/01/02	2,628,760		Registered	
Learning Foundation	Bailey Bookmark DESIGN ONLY	U.S.	76/160989	11/07/00	09/10/02	2,616,897		Registered	
Learning Foundation	Rex Reader (word mark)	U.S.	76/078467	06/27/00				Pending	
Corporate	Johnny Reader Logo	U.S.	76/149,634	10/18/00				Pending	
Sylvan Education Solutions	2PREP	U.S.	75/756580	7/21/99	3/13/01	2,434,744		Registered	
Sylvan Education Solutions	RAPDASSESS	U.S.	75/754714	7/21/99	12/26/00	2,415,383		Registered	

Sylvan Learning, Inc. is the record owner of all of the above trademarks.

GRANT OF  
SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of June 30, 2003 is made by Sylvan Learning, Inc., a Delaware corporation (the "Obligor"), in favor of JPMorgan Chase Bank, as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders") parties to the Credit Agreement, dated as of June 30, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Educate Operating Company, LLC, a Delaware limited liability company and the parent of Obligor (the "Borrower"), the Lenders, Merrill Lynch Capital, a division of Merrill Lynch Capital Business Financial Services Inc., as Documentation Agent, and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans (as defined in the Credit Agreement) and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Educate, Inc., a Delaware corporation and parent of the Borrower, the Borrower, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of June 30, 2003, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor 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 Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Administrative 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 the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in the Trademarks, now owned or at any time hereafter acquired by such Obligor or in which such Obligor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Obligor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor 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 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 Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the 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.

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.

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.

SYLVAN LEARNING, INC.

By:         *Arnold J. Stone*          
Name: *Arnold J. Stone*  
Title:

JPMORGAN CHASE BANK,  
as Administrative Agent

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

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.

SYLVAN LEARNING, INC.

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

Name:

Title:

JPMORGAN CHASE BANK,  
as Administrative Agent

By: Kathryn A. Duncan

Name: Kathryn A. Duncan

Title: Vice President

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