

4/8/04



04-13-2004



Form PTO-1594

RI

U.S. Department of Commerce

(Rev 6-93)

Patent and Trademark Office

102719832

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

LIFETIME LEARNING SYSTEMS, INC.

Individual(s) Association
 General Partnership Limited Partnership
 *Corporations
 Other _____

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

Name: CREDIT SUISSE FIRST BOSTON, as administrative agent

Street Address: Eleven Madison Avenue

City: New York State: NY ZIP: 10010

Country: _____

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation _____

* Other bank, financial institution

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

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)

3. Nature of conveyance:

Assignment Merger

* Security Agreement Change of Name

Other _____

Additional name(s) & Address(es) attached? Yes * No

Execution Date: March 29, 2004

4. Application number(s) or trademark number(s): 75/168449

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s) SEE SCHEDULE IV

B. Trademark No.(s) SEE SCHEDULE IV

Additional numbers attached * Yes No

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

Name: Robert E. Rude II

Internal Address: Mayer Brown Rowe & Maw LLP

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

* Enclosed (Check No. 3040)

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.

Robert E. Rude II
 Name of Person Signing

[Signature]
 Signature

April 8, 2004
 Date

Total number of pages comprising cover sheet and document attachments: 7

04/12/2004 6TON11 00000057 75168449

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Item A. Trademarks

<u>Country</u>	<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
United States	LIFETIME LEARNING SYSTEMS & DESIGN	16	75/168449	9/9/96	2147187	3/31/98	Registered

Item B. Trademark Licenses

None.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 29, 2004, is made between LIFETIME LEARNING SYSTEMS, INC., a Delaware corporation (the "Grantor"), and CREDIT SUISSE FIRST BOSTON, acting through its Cayman Islands branch ("CSFB"), as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties;

WITNESSETH:

WHEREAS, in connection with the Second-Lien Credit Agreement, dated as of March 29, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Weekly Reader Corporation, a Delaware corporation ("WRC"), and CompassLearning, Inc., a Delaware corporation ("CLI" and, together with WRC, the "Borrowers"), WRC Media Inc., a Delaware corporation and parent of the Borrowers ("Holdings"), as a guarantor, the various financial institutions as are or may become parties thereto (collectively, the "Lenders"), CSFB and Banc of America Securities LLC, as joint book runners and joint lead arrangers, General Electric Capital Corporation ("GECC"), as the syndication agent, Bank of America, N.A. ("BoA"), as the documentation agent, and the Administrative Agent, the Lenders have extended commitments to make loans to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security and Pledge Agreement, dated as of March 29, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security and Pledge Agreement");

WHEREAS, the Borrowers, Holdings, certain financial institutions, as lenders, CSFB, as syndication agent, GECC, as documentation agent, and BoA, as administrative agent (in such capacity, the "First-Lien Administrative Agent") have entered into that certain Credit Agreement, dated as of November 17, 1999 (as amended by Amendment No. 1, dated as of July 15, 2002, Amendment No. 2, dated as of March 29, 2004, and as amended, supplemented, amended and restated or otherwise modified from time to time, the "First-Lien Facility");

WHEREAS, the First-Lien Administrative Agent, the Administrative Agent, the Borrowers and Holdings have entered into that certain Intercreditor Agreement, dated as of March 29, 2004 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "Intercreditor Agreement"), which agreement, among other things, sets forth, as between the First-Lien Administrative Agent and the Administrative Agent, the relative priority of their respective Liens in the Collateral and their rights with respect thereto;

WHEREAS, as a condition precedent to the making of the loans under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Secured Obligations;

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WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

WHEREAS, it is in the best interests of the Grantor to execute this Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the loans made from time to time to the Borrowers by the Lenders pursuant to the Credit 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 to the Borrowers pursuant to the Credit Agreement, and to induce the Secured Parties to enter into Rate Protection Agreements, the Grantor agrees, for the benefit of each Secured Party, 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 incorporated by reference) in the Security and Pledge Agreement.

SECTION 2. Grant of Security Interest. Subject to the Intercreditor Agreement, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property, to the extent now or hereafter owned or acquired or existing by the Grantor (the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, designs and other source of business identifiers (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office (the "PTO") or in any other office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Schedule IV attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Schedule IV attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clause (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of

Schedule IV attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

The "Trademark Collateral" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents as to which the grant of a security interest would constitute a violation of a valid and enforceable restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained. The undersigned agrees to use its best efforts to obtain any such required consent.

SECTION 3. Security and Pledge Agreement. This Agreement has been prepared by the Administrative Agent for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the PTO and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security and Pledge Agreement. The Security and Pledge Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full in cash of all Secured Obligations and the termination of all Rate Protection Agreements, the Administrative Agent shall, at the Grantor's commercially reasonable expense, execute and deliver to the Grantor all instruments and other documents, and perform all other acts, as may be necessary or proper to fully release the Administrative Agent's lien on and security interest in the Trademark Collateral which has been granted hereunder. The Grantor shall be free to file and record such instruments and documents in the PTO or other office anywhere in the world.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security and Pledge 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 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same 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 date first above written.

LIFETIME LEARNING SYSTEMS, INC.

By _____

Name: Charles L. Laurey

Title: Secretary

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TRADEMARK
REEL: 002946 FRAME: 0640

CREDIT SUISSE FIRST BOSTON, acting through
its Cayman Islands branch, as Administrative Agent

By: *Sovonna Day-Goins*
Name: SOVONNA DAY-GOINS
Title DIRECTOR

By: *Doreen Welch*
Name: DOREEN B. WELCH
Title ASSOCIATE

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*Trademark Security Agreement
Lifetime Learning Systems, Inc.*

RECORDED: 04/08/2004

TRADEMARK
REEL: 002946 FRAME: 0641