

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIFETIME LEARNING SYSTEMS, INC.		07/22/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS SPECIALITY LENDING GROUP, L.P.		
Street Address:	600 E. LAS COLLNAS BLVD.		
Internal Address:	SUITE 400		
City:	IRVING		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75168449	LIFETIME LEARNING SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	(404)602-9050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-888-4148		
Email:	lvirts@hunton.com, ehamby@hunton.com		
Correspondent Name:	John R. Schneider		
Address Line 1:	600 Peachtree Street, NE		
Address Line 2:	Bank of America Plaza, Suite 1400		
Address Line 4:	Atlanta, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	65740.4		
NAME OF SUBMITTER:	John R. Schneider		
Signature:	/John R. Schneider/		

CH \$40.00 75168449

Date:

10/13/2005

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 22, 2005, by **LIFETIME LEARNING SYSTEMS, INC.**, a Delaware corporation ("**Grantor**"), in favor of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as Collateral Agent (in such capacity, "**Agent**").

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof, by and among Grantor, the other Persons signatory thereto as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "**Credit Agreement**"), the Lenders have agreed to make Loans to, and incur Letter of Credit Obligations for the benefit of, the Borrowers;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur the Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and each of the other Credit Parties shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Pledge and Security Agreement, dated of even date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for itself and the benefit of Lenders, a continuing First Priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Credit Agreement and the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND LICENSES

Lifetime Learning Systems, Inc.

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