# **=OP** \$140.00 276149

## 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
Fairfield & Sons, Ltd.		01/04/2006	CORPORATION: VIRGINIA

## **RECEIVING PARTY DATA**

Name:	Madison Capital Funding LLC, as Agent	
Street Address:	30 South Wacker Drive	
Internal Address:	Suite 3700	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2761492	ROSETTA STONE
Registration Number:	2781324	ROSETTA STONE LANGUAGE LEARNING SUCCESS
Registration Number:	2263913	THE ROSETTA STONE
Registration Number:	2751189	GLOBAL TRAVELER
Registration Number:	2866000	LANGUAGE LIBRARY

## **CORRESPONDENCE DATA**

Fax Number: (312)863-7806

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher c/o Goldberg Kohn

Address Line 1: 55 East Monroe Street

Address Line 2: Suite 3700

Address Line 4: Chicago, ILLINOIS 60603

TRADEMARK
REEL: 003221 FRAME: 0104

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ATTORNEY DOCKET NUMBER:	4975.084
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	01/05/2006
Total Attachments: 5 source=Fairfiel#page1.tif source=Fairfiel#page2.tif source=Fairfiel#page3.tif source=Fairfiel#page4.tif source=Fairfiel#page5.tif	

TRADEMARK REEL: 003221 FRAME: 0105

### TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 4, 2006, by Fairfield & Sons, Ltd., a Virginia corporation ("Grantor"), in favor of Madison Capital Funding LLC, as a Lender and as agent for Lenders (as defined below) ("Agent").

## WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, certain affiliates of Grantor, Agent and the Persons signatory thereto from time to time as lenders ("Lenders") (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make the Loans and to issue Letters of Credit for the benefit of Grantor and certain of Grantor's affiliates:

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor, together with certain of Grantor's affiliates, shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral 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. <u>DEFINED TERMS</u>. Unless otherwise noted, 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. To secure the Secured Obligations (as defined in the Collateral Agreement), Grantor hereby grants to Agent, on behalf of itself and 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 (as defined in the Collateral Agreement) and Trademark Licenses (as defined in the Collateral Agreement) to which it is a party including, but not limited to, those Trademark Licenses which are material to the conduct of the business and the United States federally registered Trademarks 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

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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. <u>COLLATERAL AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

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

	Ву(_		_				
	Name	Tom					
	Title_	CEO	and	Presid	dent		
ACCEPTED AND ACKNOWLEDGED BY	Y:						
MADISON CAPITAL FUNDING LLC, as	Agent						
D.,							
ByName							
Title							
ACKNOWI	LEDGM	IENT (	OF GR	RANTOR			
STATE OF )							
) SS							
COUNTY OF )							
On this 4th day of the foregoing instrument on behalf of Fairf say that he is an authorized officer of said said corporation as authorized by its Board the free act and deed of said corporation.	ield & S corpora	ons, Lt ition, th	d, who at the	being by said instru	ne duly sw ment was	orn did depose a signed on behalt	and f of
		Ca	ban	E.d	Tatch	<u> </u>	
{seal}				No	tary Publi	C	
* * * * * * * * * * * * * * * * * * *	MARY	AAT CANAL AND	MER * OH				

Signature Page to Trademark Security Agreement

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

		FAIRFIELD & SONS, LTD.
		By Name Title
ACCEPTED AND ACK	NOWLEDGED	BY:
MADISON CAPITAL FU	JNDING LLC,	as Agent
By A. Janes Name K. Fromas Title Managus D	Kumaak	
	ACKNOV	WLEDGMENT OF GRANTOR
STATE OF	) ) SS	
COUNTY OF	)	
, 1	day o	the basis of satisfactory evidence to be the person who executed
say that he is an authoriz	zed officer of sa orized by its Boa	irfield & Sons, Ltd, who being by me duly sworn did depose and id corporation, that the said instrument was signed on behalf of ard of Directors and that he acknowledged said instrument to be
{se	eal}	Notary Public

# SCHEDULE I

#### to

## TRADEMARK SECURITY AGREEMENT

# TRADEMARK REGISTRATIONS

Mark	Registration Number	Date
Rosetta Stone	2761492	9/9/03
Rosetta Stone Language	2781324	11/11/03
Learning Success & Design		
(globe)		
The Rosetta Stone & Design	2263913	7/27/99
(old design)		
Global Traveler	2751189	8/12/03
Language Library	2866000	7/27/04

# TRADEMARK APPLICATIONS

None.

# TRADEMARK LICENSES

None.

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**RECORDED: 01/05/2006** 

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