

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
Trinity Workplace Learning Corporation		08/31/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Laurus Master Fund, Ltd.
Street Address:	825 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Exempt Company: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	1004721	TEL-A-TRAIN
Registration Number:	1079285	TEL-A-TRAIT
Registration Number:	1461386	TI-IN NETWORK
Registration Number:	1554106	ASTN
Registration Number:	1574523	PULSE
Registration Number:	1695149	PSTN
Registration Number:	1738107	MESH MANAGING EMPLOYEE SAFETY & HEALTH
Registration Number:	1711381	PSTN
Registration Number:	1723433	FETN
Registration Number:	1715368	LETN
Registration Number:	1781765	AUTOMOTIVE SATELLITE TELEVISION NETWORK
Registration Number:	1781352	AUTOMOTIVE SATELLITE TELEVISION NETWORK
Registration Number:	1716560	LETN

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Registration Number:	1718105	LETN
Registration Number:	1762832	HSTN
Registration Number:	1780597	HSTN
Registration Number:	2007317	EMERGENCY MEDICAL UPDATE
Registration Number:	1884655	GSTN
Registration Number:	1884009	GSTN
Registration Number:	1902142	SAFETY WATCH
Registration Number:	1911307	LTCN
Registration Number:	1911308	LTCN LONG TERM CARE NETWORK
Registration Number:	2270210	FETN DISTANCE LEARNING
Registration Number:	2266199	ITS INDUSTRIAL TRAINING SYSTEMS CORPORATION
Registration Number:	2308601	TOPICS IN MEDICINE
Registration Number:	2282283	TOPICS IN MEDICINE
Registration Number:	2315808	STTAR
Registration Number:	2334672	STTAR SPECIALIZED TRAINING TESTING AND RECORDKEEPING
Registration Number:	2454457	TOUCHVISION
Registration Number:	2653871	LTCN LONG TERM CARE NETWORK
Registration Number:	2536754	LTCN
Registration Number:	2756218	PULSE:EMERGENCY MEDICAL UPDATE
Registration Number:	2800498	PRIMEED
Registration Number:	2886364	HOMELAND ONE
Registration Number:	2920670	HOMELAND ONE FIRST RESPONDER NETWORK
Serial Number:	78621884	TRINITY HEALTHFORCE LEARNING

CORRESPONDENCE DATA

Fax Number: (212)407-4990
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: nytrademark@loeb.com
Correspondent Name: Alison J. Dow
Address Line 1: 345 Park Avenue
Address Line 2: Loeb & Loeb LLP
Address Line 4: New York, NEW YORK 10154

ATTORNEY DOCKET NUMBER:	203891-10014
NAME OF SUBMITTER:	Alison J. Dow
Signature:	/Alison J. Dow/

Date:

09/07/2006

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement"), dated as of August 31, 2006, is made by TRINITY WORKPLACE LEARNING CORPORATION, a Delaware corporation ("Grantor"), in favor of LAURUS MASTER FUND, LTD. ("Laurus").

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof by and between Grantor, certain other companies party thereto and Laurus (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), Laurus has agreed to provide financial accommodations to Grantor and certain of its subsidiaries;

WHEREAS, Laurus is willing to enter into the Security Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Laurus this 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:

Section 1. DEFINED TERMS.

(a) When used herein the following terms shall have the following meanings:

"Copyrights" means all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office, and the right to obtain all renewals of any of the foregoing.

"Copyright Licenses" means all written agreements naming any Grantor as licensor or licensee, granting any right under any Copyright, including the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

"General Intangibles" shall have the meaning provided thereto in Section 9-102 of the UCC, as amended, restated or otherwise modified from time to time.

"Obligations" shall have the meaning provided thereto in the Security Agreement.

"Patents" means (a) all letters patent of the United States, any other country or any political subdivision thereof, and all reissues and extensions of such letters patent, (b) all applications for letters patent of the United States or any other county and all divisions, continuations and continuations-in-part thereof, and (c) all rights to obtain any reissues or extensions of the foregoing.

“Patent Licenses” means all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent.

“Trademarks” means (a) all trademarks, trade names, corporate names, business names, fictitious business names, trade styles, services marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or political subdivision thereof, or otherwise, and all common-law rights thereto, and (b) the right to obtain all renewals thereof.

“Trademark Licenses” means, collectively, each agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark.

“UCC” shall have the meaning provided thereto in the Master Security Agreement.

(b) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of the Grantor now or hereafter existing from time to time, Grantor hereby grants to Laurus 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 “Collateral”):

- (a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;
- (c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;
- (d) all reissues, continuations or extensions of the foregoing;
- (e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and
- (f) 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 Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill

associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

Section 3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. Grantor's Patents, Trademarks and Copyrights are valid and enforceable, are solely owned by Grantor and there is no claim that the use of any of them violates the rights of any third person. This Agreement is effective to create a valid and continuing lien on and perfected security interests in favor of Laurus in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements, all action necessary or desirable to protect and perfect Laurus' Lien on each Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

Section 4. COVENANTS. Grantor covenants and agrees with Laurus that from and after the date of this Agreement:

(a) Grantor shall notify Laurus immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Laurus prior written notice thereof, and, upon request of Laurus, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Laurus) to evidence Laurus' lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or requested by Laurus to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Laurus promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Laurus shall deem appropriate under the circumstances to protect such Collateral.

Section 5. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Laurus by Grantor pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Laurus with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 6. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. INDEMNIFICATION. (A) Grantor assumes all responsibility and liability arising from the use of the Patents, Trademarks and/or Copyrights and Grantor hereby indemnifies and holds Laurus harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Grantor's operations of its business from the use of the Patents, Trademarks and/or Copyrights. (B) In any suit, proceeding or action brought by Laurus under any Patent License, Trademark License or Copyright License for any sum owing thereunder, or to enforce any provisions of such license, Grantor will indemnify and keep Laurus harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from Grantor, and all such obligations of Grantor shall be and remain enforceable against and only against Grantor and shall not be enforceable against Laurus.

Section 8. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such

notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Security Agreement.

Section 9. TERMINATION OF THIS AGREEMENT. Subject to Section 6 hereof, this Agreement shall terminate upon payment in full in cash of all Obligations and irrevocable termination of the Security Agreement.

[Signature Page to Follow]

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

TRINITY WORKPLACE LEARNING CORPORATION

By: *Patrick Quinn*
Name: ~~Dennis J. Cagan~~ *PATRICK QUINN*
Title: ~~Chief Executive Officer~~ *CEO*

ACCEPTED and ACKNOWLEDGED by:

LAURUS MASTER FUND, LTD.

By: *[Signature]*
Name: *DAVID GRIN*
Title: *DIRECTOR*

SCHEDULES

to the

IP SECURITY AGREEMENT

LAURUS MASTER FUND, LTD.

TRINITY LEARNING CORPORATION

and

certain Subsidiaries of TRINITY LEARNING CORPORATION

Dated: August 31, 2006

These are the Schedules pursuant to that certain Security Agreement dated as of August ____, 2006 (the "Agreement") by and among Laurus, Trinity Learning Corporation and certain Subsidiaries of Trinity Learning Corporation. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement. Any cross-reference herein to a Section of the Schedules shall be deemed to incorporate all matters therein set forth. No representations and warranties are made by the Companies other than as and to the extent expressly set forth in the Agreement (as modified or qualified hereby), and none of the information set forth herein is intended to be, nor shall it be construed to be, a representation and warranty independent of such representations and warranties. The descriptive headings of the sections and subsections of these Schedules are for convenience only and do not constitute a part of these Schedules.

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

United States Patent and Trademark Office: #500039956A; Reel/Frame # 016265/0705

Date: 07/14/05

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
None	None	Not Applicable

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Application. No.</u>	<u>Filing Date</u>
<i>Name:</i> System and method for controlling video-on-demand content	10/809,801	03/26/2004

III. PATENT LICENSES

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
None	None	Not Applicable

SCHEDULE II
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

United States Patent and Trademark Office: #900028308A; Reel/Frame # 003121/0432

Date: 07/14/05

I. TRADEMARK REGISTRATIONS

<u>NAME</u>	<u>REG. NO.</u>	<u>SERIAL #</u>	<u>COUNTRY</u>	<u>REG. DATE</u>
TEL-A-TRAIN	<u>1004721</u>	<u>73008309</u>	USA	2/18/1975
TEL-A-TRAIN	<u>1079285</u>	<u>73102335</u>	USA	12/13/1977
TI-IN NETWORK	<u>1461386</u>	<u>73628551</u>	USA	10/13/1987
ASTN	<u>1554106</u>	<u>73725230</u>	USA	8/29/1989
PULSE	<u>1574523</u>	<u>73776840</u>	USA	1/2/1990
PSTN	<u>1695149</u>	<u>74095652</u>	USA	6/16/1992
MESH MANAGING EMPLOYEE SAFETY & HEALTH	<u>1738107</u>	<u>74207736</u>	USA	12/8/1992
PSTN	<u>1711381</u>	<u>74215012</u>	USA	9/1/1992
FETN	<u>1723433</u>	<u>74216499</u>	USA	10/13/1992
LETN	<u>1715368</u>	<u>74240979</u>	USA	9/15/1992
AUTOMOTIVE SATELLITE TELEVISION NETWORK	<u>1781765</u>	<u>74240980</u>	USA	7/13/1993

AUTOMOTIVE SATELLITE TELEVISION NETWORK	<u>1781352</u>	<u>74240981</u>	USA	7/13/1993
LETN	<u>1716560</u>	<u>74241033</u>	USA	9/15/1992
LETN	<u>1718105</u>	<u>74241063</u>	USA	9/22/1992
HSTN	<u>1762832</u>	<u>74302465</u>	USA	4/6/1993
HSTN	<u>1780597</u>	<u>74302466</u>	USA	7/6/1993
EMERGENCY MEDICAL UPDATE	<u>2007317</u>	<u>74375055</u>	USA	10/15/1996
GSTN	<u>1884655</u>	<u>74418316</u>	USA	3/21/1995
GSTN	<u>1884009</u>	<u>74418373</u>	USA	3/14/1995
SAFETY WATCH	<u>1902142</u>	<u>74472956</u>	USA	6/27/1995
LTCN	<u>1911307</u>	<u>74476546</u>	USA	8/15/1995
LTCN LONG TERM CARE NETWORK	<u>1911308</u>	<u>74476547</u>	USA	8/15/1995
FETN DISTANCE LEARNING	<u>2270210</u>	<u>75343607</u>	USA	8/17/1999
ITS INDUSTRIAL TRAINING SYSTEMS CORPORAT	<u>2266199</u>	<u>75352462</u>	USA	8/3/1999
TOPICS IN MEDICINE	<u>2308601</u>	<u>75478269</u>	USA	1/18/2000
TOPICS IN	<u>2282283</u>	<u>75478273</u>	USA	9/28/1999

MEDICINE

STTAR	<u>2315808</u>	<u>75529889</u>	USA	2/8/2000
STTAR SPECIALIZED TRAINING TESTING AND R	<u>2334672</u>	<u>75533043</u>	USA	3/28/2000
TOUCHVISION	<u>2454457</u>	<u>75617926</u>	USA	5/29/2001
LTCN LONG TERM CARE NETWORK	<u>2653871</u>	<u>76298883</u>	USA	11/26/2002
LTCN	<u>2536754</u>	<u>76299598</u>	USA	2/5/2002
PULSE: EMERGENCY MEDICAL UPDATE	<u>2756218</u>	<u>78156872</u>	USA	8/26/2003
PRIMEED	<u>2800498</u>	<u>78217383</u>	USA	12/30/2003
HOMELAND ONE	<u>2886364</u>	<u>78232889</u>	USA	9/21/2004
HOMELAND ONE FIRST RESPONSE NETWORK	<u>2920670</u>	<u>78277104</u>	USA	1/25/2005
	None	<u>78621884</u>	USA	Not Available
TRINITY HEALTHFORCE LEARNING				

II. TRADEMARK APPLICATIONS

<u>APPLICATION NUMBER</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>APPLICATION DATE</u>
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None

III. TRADEMARK LICENSES

<u>REG. NO.</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>REG. DATE</u>
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None

SCHEDULE III
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

None.