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
THE TEACHING COMPANY, LLC		109/29/2006	LIMITED LIABILITY COMPANY: DELAWARE
THE TEACHING COMPANY INTERMEDIATE HOLDINGS, INC.		09/29/2006	CORPORATION: DELAWARE
THE TEACHING COMPANY HOLDINGS, INC.		09/29/2006	CORPORATION: DELAWARE
THE TEACHING COMPANY SALES, LLC		109/29/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION, AS COLLATERAL AGENT
Street Address:	280 Park Avenue
Internal Address:	22nd Floor East
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3009025	GREAT MINDS
Registration Number:	2909770	GREAT MINDS
Registration Number:	2975207	GREAT MINDS OF THE WESTERN INTELLECTUAL TRADITION
Serial Number:	76553229	GREAT PROFESSORS
Serial Number:	76615940	GREAT PROFESSORS, GREAT COURSES, GREAT VALUE GUARANTEED.
Serial Number:	76457696	GREAT TEACHERS
		GREAT TEACHERS, GREAT COURSES, GREAT VALUE

TRADEMARK

REEL: 003401 FRAME: 0323

Serial Number:	76617771	GUARANTEED.
Registration Number:	1704609	SUPERSTAR TEACHERS
Registration Number:	2785870	TEACHING THAT ENGAGES THE MIND
Registration Number:	2896616	THE GREAT COURSES
Serial Number:	76622275	THE JOY OF LIFELONG LEARNING EVERY DAY
Registration Number:	1947801	THE TEACHING COMPANY
Registration Number:	2717476	THE TEACHING COMPANY
Registration Number:	3025632	THE TEACHING COMPANY
Registration Number:	1859109	
Registration Number:	3033618	
Registration Number:	1770044	WORDSCORE
Registration Number:	1808062	WORDSCORE

CORRESPONDENCE DATA

Fax Number: (213)830-8743

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

Phone: 213-680-6400

Email: kimberley.lathrop@bingham.com

Correspondent Name: Kimberley Lathrop c/o Bingham McCutchen

Address Line 1: 355 South Grand Avenue

Address Line 2: Suite 3000 West

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	3002329.321433
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/
Date:	10/03/2006

Total Attachments: 21

source=TTC Trademark Security Agmt#page1.tif source=TTC Trademark Security Agmt#page2.tif source=TTC Trademark Security Agmt#page3.tif source=TTC Trademark Security Agmt#page4.tif source=TTC Trademark Security Agmt#page5.tif source=TTC Trademark Security Agmt#page6.tif source=TTC Trademark Security Agmt#page7.tif source=TTC Trademark Security Agmt#page8.tif source=TTC Trademark Security Agmt#page9.tif source=TTC Trademark Security Agmt#page10.tif source=TTC Trademark Security Agmt#page11.tif source=TTC Trademark Security Agmt#page11.tif

source=TTC Trademark Security Agmt#page13.tif



TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "<u>Trademark Security Agreement</u>") is made this 29th day of September, 2006, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "<u>Grantors</u>" and each individually "<u>Grantor</u>"), and ARES CAPITAL CORPORATION, in its capacity as collateral agent (in such capacity, "<u>Collateral Agent</u>") under the Credit Agreement.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated September 29, 2006 (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among THE TEACHING COMPANY, LLC, a Delaware limited liability company (the "Borrower"), THE TEACHING COMPANY INTERMEDIATE HOLDINGS, INC., a Delaware corporation, THE TEACHING COMPANY HOLDINGS, INC., a Delaware corporation, the lenders from time to time party thereto (the "Lenders"), MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., a Delaware corporation, as administrative agent for the Lenders, and Collateral Agent, the Lenders agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Security Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, 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, each Grantor hereby agrees as follows:
- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement. In addition, as used in this Trademark Security Agreement, the following terms shall have the following meanings:
- (a) "<u>Trademark Licenses</u>" means license agreements with any other party pursuant to which rights under or interest in any Trademark are granted, whether the applicable Grantor is a licensee or licensor under any such license agreement, and the right to use the foregoing in connection with the enforcement of the Secured Parties' rights under the Loan Documents, including, without limitation, the right to prepare for sale and sell any and all inventory and equipment now or hereafter owned by any Grantor and now or hereafter covered by such licenses.

LA/40361137.6

- (b) "Trademarks" means all of the following (whether now owned or hereafter adopted or acquired by a Grantor): trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule I attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of each Grantor's business symbolized by the foregoing and connected therewith, and (v) all of each Grantor's rights corresponding thereto throughout the world.
- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties to secure the payment and performance in full of all of the Obligations, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):
- (a) all of its Trademarks and Trademark Licenses to which it is a party, including those Trademarks referred to on Schedule I hereto other than any applications for trademarks and service marks filed in the U.S. Patent and Trademark Office (the "PTO") pursuant to 15 U.S.C. §1051 Section 1(b) and for which a form evidencing use of the mark in interstate commerce has not been filed with the PTO pursuant to 15 U.S.C. §1051 (c) and (d);
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (c) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any 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>SECURITY FOR OBLIGATIONS</u>. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Collateral Agent or the Secured Parties, whether or not they are allowable due to the existence of an insolvency proceeding, bankruptcy, or reorganization involving any Grantor, or the appointment of any trustee in connection with or anticipation of any such occurrence, or the taking of any step by any Person in furtherance of any such action.
- 4. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement.

Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark 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. In the event of conflicts or inconsistencies between this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

- 5. <u>AUTHORIZATION TO SUPPLEMENT</u>. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent with respect to any new trademark registrations or renewal of any trademark registration. Without limiting Grantors' obligations under this <u>Section 5</u>, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending <u>Schedule I</u> to include any such new trademark registrations of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend <u>Schedule I</u> shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on <u>Schedule I</u>.
- 6. <u>COUNTERPARTS</u>. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.
- CONSTRUCTION. Unless the context of this Trademark Security Agreement or 7. any other Loan Document clearly requires otherwise, (i) references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or"; (ii) the words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement; (iii) section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified; (iv) any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein; (v) any reference herein to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement and Security Agreement) of all Obligations other than unasserted contingent indemnification Obligations; (vi) any reference herein to any Person shall be construed to include such Person's successors and assigns; and (vii) any requirement of a writing contained herein shall be satisfied by the transmission of a record.

[signature page follows]

IN WITNESS WHEREOF, each 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.

THE TEACHING COMPANY, LLC

By: U/4/V

resident

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

THE TEACHING COMPANY INTERMEDIATE HOLDINGS, INC.

By: W	α
Name:	William M. Barnum, Jr
Title:	President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

THE TEACHING COMPANY HOLDINGS, INC.

By: William M. Barnum, Jr.
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

THE TEACHING COMPANY SALES, LLC

By: ________William M. Barnum, Jr.
Title: _______

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

ARES CAPITAL CORPORATION,

as Collateral Agent

By:

Name: Michael Arougheti

Title: President

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

See attached.

LA/40361137.6

THE TEACHING COMPANY TRADEMARK/SERVICE MARK SCHEDULE

Mark	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS	N&V Ref.
GREAT COURSES ON TAPE (Classes 9 and 41)	USA	75/495,264	05/29/1998	2,286,822	10/12/1999	Cancelled - §8	4298-7
GREAT MINDS (Class 9)	USA	75/079,070	03/27/1996	3,009,025	10/25/2005	Registered; Declaration of Use due between 10/25/2010 and 10/25/2011	4298-40
GREAT MINDS (Classes 9 and 16)	USA	76/526,203	06/27/2003	2,909,770	12/14/2004	Registered; Declaration of Use due between 12/14/2009 and 12/14/2010	4298-23
GREAT MINDS (Classes 9 and 16)	Australia	982447	12/16/2003	982447	05/10/2004	Registered; renewal due 12/16/2013	4298-42
GREAT MINDS (Classes 9 and 16)	Canada	1,202,295	12/24/2003			Published 05/24/2006	4298-43
GREAT MINDS (Class 9)	China	3859648	12/24/2003	3859648	01/21/2006	Registered; renewal due 01/21/2016	4298-44
GREAT MINDS (Class 16)	China	3859649	12/24/2003			Published 03/14/2006	4298-58

MARK	COUNTRY	SERIAL NO.	FILING	REG. NO.	REG. DATE	STATUS	N&V
			DATE				REF.
GREAT MINDS (Classes 9 and 16)	Europe	3557451	12/16/2003	3557451	04/13/2005	Registered; renewal due 12/16/2013	4298-45
GREAT MINDS (Classes 9 and 16)	Japan	2003-113257	12/19/2003	4812380	10/22/2004	Registered; renewal due 10/22/2014	4298-46
GREAT MINDS (Class 9)	Malaysia	2003/17187	12/18/2003			Pending	4298-47
GREAT MINDS (Class 16)	Malaysia	2003/17186	12/18/2003			Approved for Publication	4298-64
GREAT MINDS (Class 9)	Singapore	T03/20266J	12/16/2003	T03/20266J	06/27/2003	Registered; renewal due 06/27/2013	4298-48
GREAT MINDS (Class 16)	Singapore	T03/20267I	12/16/2003	T03/20267I	06/27/2003	Registered; renewal due 06/27/2013	4298-62
GREAT MINDS (Classes 9 and 16)	Taiwan	92072433	12/18/2003	1137915	01/16/2005	Registered; renewal due 01/16/2015	4298-49
GREAT MINDS OF THE WESTERN INTELLECTUAL TRADITION (Classes 9 and 16)	USA	76/526,205	06/27/2003	2,975,207	07/26/2005	Registered; Declaration of Use due between 07/26/2010 and 07/26/2011	4298-22
GREAT MINDS OF THE WESTERN INTELLECTUAL TRADITION (Classes 9 and 16)	Australia	982448	12/16/2003	982448	05/10/2004	Registered; renewal due 12/16/2013	4298-50

Mark	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS	N&V Ref.
GREAT MINDS OF THE WESTERN INTELLECTUAL TRADITION (Classes 9 and 16)	Canada	1,202,297	12/24/2003			Published 06/07/06	4298-51
GREAT MINDS OF THE WESTERN INTELLECTUAL TRADITION (Class 9)	China	3859650	12/24/2003	3859650	01/21/2006	Registered; renewal due 01/21/2016	4298-52
GREAT MINDS OF THE WESTERN INTELLECTUAL TRADITION (Class 16)	China	3859651	12/24/2003		,	Pending	4298-59
GREAT MINDS OF THE WESTERN INTELLECTUAL TRADITION (Classes 9 and 16)	European Community	3557436	12/16/2003	3557436	12/09/2005	Registered; renewal due 12/16/2013	4298-53
GREAT MINDS OF THE WESTERN INTELLECTUAL TRADITION (Classes 9 and 16)	Japan	2003-113258	12/19/2003	4843840	03/04/2005	Registered; renewal due 03/04/2015	4298-54

, <u>ξ</u>

MARK	COUNTRY	SERIAL NO.	FILING	REG. NO.	REG. DATE	STATUS	N&V
			DATE				REF.
GREAT MINDS OF THE WESTERN INTELLECTUAL TRADITION (Class 9)	Malaysia	2003/17189	12/18/2003			Pending	4298-55
GREAT MINDS OF THE WESTERN INTELLECTUAL TRADITION (Class 16)	Malaysia	2003/17188	12/18/2003			Pending	4298-65
GREAT MINDS OF THE WESTERN INTELLECTUAL TRADITION (Class 9)	Singapore	T03/20268G	12/16/2003	T03/20268G	06/27/2003	Registered; renewal due 06/27/2013	4298-56
GREAT MINDS OF THE WESTERN INTELLECTUAL TRADITION (Class 16)	Singapore	T03/20270I	12/16/2003	T03/20270I	06/27/2003	Registered; renewal due 12/16/2013	4298-63
GREAT MINDS OF THE WESTERN INTELLECTUAL TRADITION (Classes 9 and 16)	Taiwan	92072435	12/18/2003	1137916	01/16/2005	Registered; renewal due 01/16/2015	4298-57
GREAT PROFESSORS (Class 9)	USA	76/553,229	10/21/2003			Response to Office Action filed 05/16/2006	4298-41

Mark	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS	N&V REF.
GREAT PROFESSORS, GREAT COURSES, GREAT VALUE GUARANTEED (Classes 9, 16 and 35)	USA	76/615,940	10/14/2004			Response to Office Action filed 05/25/2006	4298-69
GREAT TEACHERS (Classes 9 and 16)	USA	76/457,696	10/09/2002			Fourth Extension Request filed 06/15/2006	4298-11
GREAT TEACHERS, GREAT COURSES, GREAT VALUE GUARANTEED (Classes 9, 16 and 35)	USA	76/617,771	10/26/2004			Response to Office Action due by 10/03/2006	4298-68
GREAT TEACHERS LIBRARY & Design (Class 9)	USA	74/660,432	04/13/1995	2,005,692	10/08/1996	Cancelled - § 8	4298-5
MIRUS UNIVERSITY (Classes 9 and 41)	USA	75/069,752	03/08/1996	2,048,941	04/01/1997	Cancelled - §8	4298-6
SUPERSTAR TEACHERS (Classes 9, 16 and 41)	USA	74/085,908	08/08/1990	1,704,609	08/04/1992	Registered; renewal due 08/04/2012	4298-2

5.

MARK	COUNTRY	SERIAL NO.	FILING	REG. NO.	REG. DATE	STATUS	N&V
			DATE				REF.
TEACHING THAT ENGAGES THE MIND (Classes 9, 16 and 35)	USA	76/457,650	10/09/2002	2,785,870	11/25/2003	Registered; Declaration of Use due between 11/25/2008 and 11/25/2009	4298-9
TEACHING THAT ENGAGES THE MIND (Classes 9, 16 and 35)	Australia	950162	04/09/2003	950162	10/31/2003	Registered; Renewal due 04/09/2013	4298-29
TEACHING THAT ENGAGES THE MIND (Classes 9, 16 and 35)	Canada	1173244	04/09/2003			Pending	4298-30
TEACHING THAT ENGAGES THE MIND (Classes 9, 16 and 35)	European Community	3173201	04/09/2003	3173201	11/01/2004	Registered; renewal due 04/09/2013	4298-31
TEACHING THAT ENGAGES THE MIND (Classes 9, 16 and 41)	Japan	2003-28556	04/09/2003	4756163	03/12/2004	Registered; renewal due 03/12/2014	4298-32
THE GREAT COURSES (Classes 9, 16 and 35)	USA	76/457,659	10/09/2002	2,896,616	10/26/2004	Registered; Declaration of Use due between 10/26/2009 and 10/26/2010	4298-10

- 9 -

Mark	COUNTRY	SERIAL NO.	Filing Date	REG. NO.	REG. DATE	STATUS	N&V Ref.
THE GREAT COURSES (Classes 9, 16 and 35)	Australia	951933	04/28/2003	951933	09/19/2005	Registered; renewal due 04/28/2013	4298-25
THE GREAT COURSES (Classes 9, 16 and 35)	Canada	1,175,085	04/29/2003			Pending	4298-26
THE GREAT COURSES (Classes 9, 16 and 35)	European Community	3179521	04/25/2003			Abandoned; application refused	4298-27
THE GREAT COURSES (Classes 9, 16 and 35)	Japan	2003-39194	04/25/2003	4774242	05/28/2004	Registered; renewal due 05/28/2014	4298-28
THE JOY OF LIFELONG LEARNING EVERY DAY (Classes 9, 16 and 35)	USA	76/622,275	11/23/2004			Published for opposition 03/28/2006	4298-73
THE TEACHING COMPANY (Classes 9 and 16)	USA	74/074,104	06/29/1990	1,947,801	01/16/1996	Registered; renewal due 01/16/2016	4298-4
THE TEACHING COMPANY (Class 9)	USA	76/439,526	08/08/2002	2,717,476	05/20/2003	Registered; Declaration of Use due between 05/20/2008 and 05/20/2009	4298-8

8,

Mark	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS	N&V Ref.
THE TEACHING COMPANY (Class 35)	USA	76/599,281	06/25/2004	3,025,632	12/13/2005	Registered; Declaration of Use due between 12/13/2010 and 12/13/2011	4298-66
THE TEACHING COMPANY (Class 9)	Australia	938899	12/31/2002	938899	05/09/2003	Registered; renewal due 12/31/2012	4298-14
THE TEACHING COMPANY (Classes 16 and 35)	Australia	1027539	10/29/2004	1027539	03/07/2005	Registered; renewal due 10/29/2014	4298-70
THE TEACHING COMPANY (Classes 9, 16 and 35)	Canada	1,175,086	04/29/2003	666154	06/16/2006	Registered; renewal due 06/16/2021	4298-24
THE TEACHING COMPANY (Class 9)	China	3455055	02/08/2003	3455055	08/07/2004	Registered; renewal due 08/06/2014	4298-15
THE TEACHING COMPANY (Class 9)	European Community	2993889	01/02/2003	2993889	12/15/2004	Registered; renewal due 01/02/2013	4298-16
THE TEACHING COMPANY (Classes 9, 16 and 35)	European Community	4082277	10/21/2004			Registered; renewal due 10/21/2014	4298-71
THE TEACHING COMPANY (Class 9)	Japan	2003-000268	01/07/2003	4697127	08/01/2003	Registered; renewal due 08/01/2013	4298-17
THE TEACHING COMPANY (Classes 16 and 35)	Japan	2004-96138	10/20/2004	4885241	08/05/2005	Registered; renewal due 08/05/2015	4298-72

TRADEMARK

REF.	n 4298-18	e 4298-19	e 4298-20	4298-3	4298-67
SIATUS	Published for opposition 07/21/2005	Registered; renewal due 08/08/2012	Registered; renewal due 08/16/2015	Renewed; next renewal due 10/18/2014	Registered; Declaration of Use due between 12/27/2010 and 12/27/2011
REG. DATE		08/08/2002		10/18/1994	12/27/2005
REG. NO.		T02/19759J		1,859,109	3,033,618
FILING	12/30/2002	12/31/2002	12/30/2002	07/09/1990	06/25/2004
SERIAL NO.	2002-16299	102/19759J	91054795	74/076,241	76/599,280
COUNTRY	Malaysia	Singapore	Taiwan	USA	USA
Mark	THE TEACHING COMPANY (Class 9)	THE TEACHING COMPANY (Class 9)	THE TEACHING COMPANY (Class 9)	Torch & Stars Design (Class 9)	Torch & Stars Design (Classes 9, 16 and 35)

Макк	COUNTRY	SERIAL NO.	FILING	REG. NO.	REG. DATE	STATUS	N&V Ref.
Torch & Stars Design (Classes 9, 16 and 35)	Australia	951932	04/28/2003	951932	01/12/2004	Registered; renewal due 04/28/2013	4298-33
Torch & Stars Design (Classes 9, 16 and 35)	Canada	1175089	04/29/2003	635,222	03/15/2005	Registered; renewal due 03/15/2020	4298-34

Mark	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS	N&V Ref.
Classes 9, 16 and 35)	European Community	3179512	04/25/2003	3179512	01/31/2005	Registered; renewal due 04/25/2013	4298-35
Torch & Stars Design (Classes 9, 16 and 35)	Japan	2003-34195	04/25/2003	4774243	05/28/2004	Registered; renewal due 05/28/2014	4298-36
WORDSCORE (Class 16)	USA	74/317,370	09/28/1992	1,770,044	05/11/1993	Registered; renewal due 05/11/2013	4298-37
WORDSCORE (Class 41)	USA	74/317,369	09/28/1992	1,808,062	11/30/1993	Registered; renewal due 11/30/2013	4298-38

TRADEMARK

REEL: 003401 FRAME: 0346