

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon	FORMERLY The Bank of New York	07/22/2008	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	BEAR STEARNS CORPORATE LENDING, INC.		
Street Address:	383 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2768872	IMPROVING SCORES. IMPROVING SCHOOLS. IMPROVING LIVES.	
Registration Number:	2771020	TRIUMPH LEARNING IMPROVING SCORES. IMPROVING SCHOOLS. IMPROVING LIVES.	
Registration Number:	2840735	TRIUMPH LEARNING	
Registration Number:	2707945	TRIUMPH LEARNING	
CORRESPONDENCE DATA			
Fax Number:	(617)856-8201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-856-8145		
Email:	ip@brownrudnick.com		
Correspondent Name:	Mark S. Leonardo		
Address Line 1:	One Financial Center		
Address Line 2:	Brown Rudnick LLP		
Address Line 4:	Boston, MASSACHUSETTS 02111		

CH \$115.00 2768872

ATTORNEY DOCKET NUMBER:	27056/9
NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/s/Mark S. Leonardo/
Date:	07/29/2008
Total Attachments: 3 source=Assignment Triumph#page1.tif source=Assignment Triumph#page2.tif source=Assignment Triumph#page3.tif	

ASSIGNMENT OF TRADEMARK
SECURITY AGREEMENT

ASSIGNMENT made as of the 12 day of July, 2008, by THE BANK OF NEW YORK MELLON, formerly known as THE BANK OF NEW YORK, AS COLLATERAL TRUSTEE (“Assignor”), to BEAR STEARNS CORPORATE LENDING, INC. (“Assignee”).

W I T N E S S E T H

WHEREAS, TRIUMPH LEARNING, LLC a Delaware limited liability company, entered into a Trademark Security Agreement dated as of August 20, 2003 (the “Agreement”) with Assignor recorded in the United States Patent and Trademark Office on August 22, 2003 at Reel 002807, Frame 0578 with respect to certain trademarks as more particularly set forth and described in Schedule A annexed hereto and made a part hereof; and

WHEREAS, Assignor desires to transfer and assign to Assignee all of Assignor’s right, title and interest in and to such agreement and such trademarks and trademark applications;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, transfer, assign, convey and set over to Assignee, its successors, assigns and legal representatives, all of the right, title and interest of Assignor in and to the trademarks set forth and described in Schedule A annexed hereto. Assignor makes no representation whatsoever as to the current status of trademarks and trademark applications listed on Schedule A as a “registration” including, without limitation, as to whether such issuances have been withdrawn or invalidated, or otherwise affected, or such applications have been withdrawn, denied, or granted or otherwise affected.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the date and year first above written.

THE BANK OF NEW YORK MELLON

By: 

Name: GORDON B. BERGEE

Title: MANAGING DIRECTOR

**SCHEDULE A
U.S. TRADEMARKS**

TRADEMARK	OWNER	REGISTRATION NO.	SECURITY INTEREST RECORDATION DATE	REEL/ FRAME
IMPROVING SCORES. IMPROVING SCHOOLS. IMPROVING LIVES	TRIUMPH LEARNING, LLC	2768872	8/22/03	2807/0578
TRIUMPH LEARNING IMPROVING SCORES, IMPROVING SCHOOLS, IMPROVING LIVES and design	TRIUMPH LEARNING, LLC	2771020	8/22/03	2807/0578
TRIUMPH LEARNING	TRIUMPH LEARNING, LLC	2840735	8/22/03	2807/0578
TRIUMPH LEARNING	TRIUMPH LEARNING, LLC	2707945	8/22/03	2807/0578