

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Weekly Reader Corporation		08/26/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	1111 Fannin, 10th Floor
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77002
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 35**

Property Type	Number	Word Mark
Registration Number:	3016120	BUILD YOUR CLASSROOM PROGRAM
Registration Number:	0955803	CAREER WORLD
Registration Number:	3616513	CLASSROOM NEWSBREAK
Registration Number:	0241416	CURRENT EVENTS
Registration Number:	1193623	CURRENT HEALTH
Serial Number:	77630188	CURRENT SCIENCE
Registration Number:	1729247	CURRICULUM INNOVATIONS GROUP
Registration Number:	3400783	DAILY READER
Registration Number:	3295312	FIND THE MISTAKES
Registration Number:	2772162	GET SMART ABOUT DRUGS
Registration Number:	0885075	IMAGINE AND WRITE
Registration Number:	3137941	LIFETIME LEARNING SYSTEMS
Registration Number:	2752270	MAP SKILLS FOR TODAY
Registration Number:	3400380	PUZZLE READERS

OP \$890.00 3016120

Registration Number:	0574960	READ
Registration Number:	0880929	READ-STUDY-THINK
Registration Number:	1967619	SCIENCE MATTERS
Registration Number:	2298286	THE WEEKLY READER TEACHER
Registration Number:	3403887	TURNING-PICTURE BOOKS
Registration Number:	2313885	WEEKLY READER
Registration Number:	1503004	WEEKLY READER
Registration Number:	2077656	WEEKLY READER BIG ISSUE!
Registration Number:	3446825	WEEKLY READER PUBLISHING
Registration Number:	3446824	WEEKLY READER PUBLISHING
Registration Number:	3154870	WEEKLY WR READER
Registration Number:	3110111	WR AT HOME
Registration Number:	3357588	WR INSIDERS
Registration Number:	3473985	WR NEWS
Registration Number:	3456562	WR SCIENCE SPIN
Registration Number:	2795800	WR TOOLKIT
Registration Number:	3181577	WR WEEKLY READER CORPORATION
Registration Number:	1913914	WRITING PALS
Registration Number:	1655545	WRITING!
Registration Number:	1238958	WRITING!
Registration Number:	2822240	ZIP'S

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 455-7976  
Email: ksolomon@stblaw.com  
Correspondent Name: Mindy M. Lok, Esq.  
Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1219
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	09/25/2009

**Total Attachments: 8**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of August 26, 2009 is made by (i) Weekly Reader Corporation, a Delaware corporation, located at 1 Reader's Digest Road, Pleasantville, NY 10570 (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a national banking association located at 1111 Fannin, 10th Floor Houston, Texas 77002, Attention: Alice Telles, as Administrative Agent (the "Agent") for the banks and other financial institutions or entities (the "Lenders") parties to the Credit and Guarantee Agreement, dated as of August 26, 2009 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among RDA Holding Co., The Reader's Digest Association, Inc., each of the direct and indirect domestic Subsidiaries signatory thereto, the Lenders, and JPMorgan Chase Bank, N.A. as Administrative Agent and (ii) the other Secured Parties (as defined in the Security Agreement).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of August 26, 2009, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks of such Grantor; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in the Trademarks of such Grantor (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"); provided, however, that this Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is (i) prohibited by any Requirements of Law of a Governmental Authority, requires a consent not obtained of any Governmental Authority pursuant to such Requirement of Law or is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property, except to the extent that such Requirement of Law or the terms in such contract, license, agreement, instrument or other document providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law, or (ii) the grant of a security interest would result in the

invalidity, unenforceability, voiding or cancellation of any Collateral (including, without limitation, any Trademark application filed on an intent to use basis).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WEEKLY READER CORPORATION

By:   
Name: Thomas Williams  
Title: Vice President  
Date: 9/16/09

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent for the Lenders

By:   
Name: Elizabeth A. Kelley  
Title: Managing Director  
Date: 9/22/09

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York )  
 ) ss  
COUNTY OF Westchester )

On the 16<sup>th</sup> day of September, 2009, before me personally came Thomas Williams, who is personally known to me to be the Vice President of Weekly Reader Corporation, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Margaret M. Cassin  
Notary Public

MARGARET M. CASSIN  
Notary Public, State of New York  
No. 6135794  
Qualified in Westchester County

Commission Expires SEP 2011  
(PLACE STAMP AND SIGNATURE ABOVE)



ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York )  
COUNTY OF New York )<sup>SS</sup>

On the 22<sup>nd</sup> day of September, 2009, before me personally came Elizabeth A. Kelley, who is personally known to me to be the Managing Director of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the \_\_\_\_\_ in such national banking association, the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.

**MARGARITA ORTIZ**  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN BRONX COUNTY  
REG #01OR0041062  
MY COMM EXP MAY 1 2010

  
\_\_\_\_\_  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

Schedule A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
BUILD YOUR CLASSROOM PROGRAM	3,016,120
CAREER WORLD	955,803
CLASSROOM NEWSBREAK	3,616,513
CURRENT EVENTS	241,416
CURRENT HEALTH	1,193,623
CURRENT SCIENCE	77/630,188
CURRICULUM INNOVATIONS GROUP	1,729,247
DAILY READER	3,400,783
FIND THE MISTAKES	3,295,312
GET SMART ABOUT DRUGS	2,772,162
IMAGINE AND WRITE	885,075
LIFETIME LEARNING SYSTEMS	3,137,941
MAP SKILLS FOR TODAY	2,752,270
PUZZLE READERS	3,400,380
READ	574,960
READ-STUDY-THINK	880,929
SCIENCE MATTERS	1,967,619
THE WEEKLY READER TEACHER	2,298,286
TURNING-PICTURE BOOKS	3,403,887
WEEKLY READER	2,313,885
WEEKLY READER	1,503,004
WEEKLY READER BIG ISSUE!	2,077,656
WEEKLY READER PUBLISHING	3,446,825
WEEKLY READER PUBLISHING	3,446,824

WEEKLY WR READER AND DESIGN	3,154,870
WR AT HOME	3,110,111
WR INSIDERS	3,357,588
WR NEWS	3,473,985
WR SCIENCE SPIN AND DESIGN	3,456,562
WR TOOLKIT AND DESIGN	2,795,800
WR WEEKLY READER CORPORATION AND DESIGN	3,181,577
WRITING PALS AND DESIGN	1,913,914
WRITING!	1,655,545
WRITING!	1,238,958
ZIP'S	2,822,240