

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
R3 Education Inc.		12/08/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ares Capital Corporation, as Collateral Agent		
<b>Street Address:</b>	280 Park Avenue		
<b>Internal Address:</b>	22nd Floor East		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77425443	R3 EDUCATION REPUTATION RECOGNITION RESOURCES	
<b>Serial Number:</b>	77425432	THE 3 R'S	
<b>Serial Number:</b>	77425426	THE THREE R'S	
<b>Serial Number:</b>	77425414	REPUTATION RECOGNITION RESOURCES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	800-927-9801 x2348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 2:</b>	Attn: Jean Paterson		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	213617005		

CH \$115.00 77425443

**900149612**

**TRADEMARK  
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NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	12/10/2009
<b>Total Attachments: 6</b> source=12-10-09 R3 Education-TM#page1.tif source=12-10-09 R3 Education-TM#page2.tif source=12-10-09 R3 Education-TM#page3.tif source=12-10-09 R3 Education-TM#page4.tif source=12-10-09 R3 Education-TM#page5.tif source=12-10-09 R3 Education-TM#page6.tif	

## Trademark Security Agreement

**Trademark Security Agreement**, dated as of December 8, 2009, by R3 Education Inc. (formerly known as EIC Holding, Inc.) (the “Pledgor”), in favor of Ares Capital Corporation, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

### WITNESSETH:

WHEREAS, the Pledgor is party to an Amended and Restated Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

R3 EDUCATION INC.

By: 

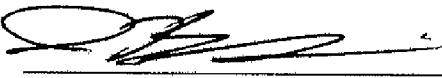
Name: Steven C. Rodger

Title: President and Chairman

[Trademark Security Agreement]

Accepted and Agreed:

ARES CAPITAL CORPORATION,  
as Collateral Agent

By: 

Name:  
Title: JOSHUA M. BLOOMSTEIN  
AUTHORIZED SIGNATORY

[Trademark Security Agreement]

TRADEMARK  
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**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Applications:**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>TRADEMARK</b>
R3 Education Inc.	Serial No. 77/425,443	“R3 EDUCATION REPUTATION RECOGNITION RESOURCES”
R3 Education Inc.	Serial No. 77/425,432	“THE 3 R’S”
R3 Education Inc.	Serial No. 77/425,426	“THE THREE R’S”
R3 Education Inc.	Serial No. 77/425,414	“REPUTATION RECOGNITION RESOURCES”