

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
Platform Advertising, Inc.		02/14/2012	CORPORATION: KANSAS

RECEIVING PARTY DATA	
Name:	Bank of America, N.A.
Street Address:	1200 Main Street
Internal Address:	MO8-060-12-02
City:	Kansas City
State/Country:	MISSOURI
Postal Code:	64105
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	3297524	EDUCATIONATLAS.COM

CORRESPONDENCE DATA	
Fax Number:	(312)460-7577
Phone:	3124605577
Email:	chiipdocket@seyfarth.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Julia K. Sutherland
Address Line 1:	131 South Dearborn St., Suite 2400
Address Line 4:	Chicago, ILLINOIS 60603-5577

ATTORNEY DOCKET NUMBER:	23714-23.
NAME OF SUBMITTER:	Julia K. Sutherland
Signature:	/Julia K. Sutherland/

CH \$40.00 3297524

Date:

03/09/2012

Total Attachments: 6

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 14, 2012, is made by PLATTFORM ADVERTISING, INC., a Kansas corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent for the Lenders under and as defined in the Credit Agreement referenced below (in such capacity, the "Administrative Agent"). Capitalized terms used but not defined in this Agreement shall have the meanings assigned to such terms in the Guaranty and Collateral Agreement referenced below.

RECITALS

A. The Grantor, the other Borrower Group Members, the Administrative Agent and the Lenders are parties to that certain Amended and Restated Credit Agreement, dated as of July 20, 2007, as such agreement has been amended prior to the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, the Borrower Group Members.

B. The Grantor, the other Borrower Group Members and certain other parties have entered into that certain Amended and Restated Guaranty and Collateral Agreement, dated as of July 20, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"), with the Administrative Agent, pursuant to which the Secured Obligations are secured.

C. It is a condition precedent to each Lender's continuing obligation to extend credit under the Credit Agreement that the Grantor shall have executed and delivered this Agreement to the Administrative Agent for the ratable benefit of all the Lenders.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Patents, Patent Licenses, Trademarks and Trademark Licenses, and all products and proceeds thereof, to secure the payment and performance of the Secured Obligations.

In consideration of the mutual agreements set forth herein, the Credit Agreement and the Guaranty and Collateral Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark, including, without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

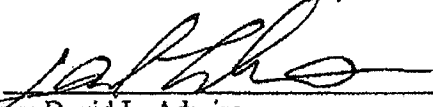
- (2) each Trademark License, including, without limitation, each Trademark License listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto, any Trademark issued pursuant to a trademark application referred to in Schedule 1 and any Trademark licensed under any Trademark License listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each Patent, including, without limitation, each Patent referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each Patent License, including, without limitation, each Patent License listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 2 annexed hereto, any Patent issued pursuant to a patent application referred to in Schedule 2 and any Patent licensed under any Patent License listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

Schedule 1 lists all of the newly acquired Trademark Collateral of the Grantor and Schedule 2 lists all of the Patent Collateral of the Grantor, in each case, as of the date of this Agreement. This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

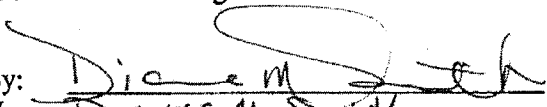
The Grantor shall be deemed to have executed and delivered this Patent and Trademark Security Agreement on the date first set forth above.

PLATTFORM ADVERTISING, INC.

By: 
Name: David L. Admire
Title: CEO

Acknowledged:

BANK OF AMERICA, N.A.,
as Administrative Agent

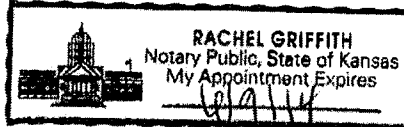
By: 
Name: DIANNE M-SMITH
Title: SVP

*Signature Page to Patent & Trademark
Security Agreement*

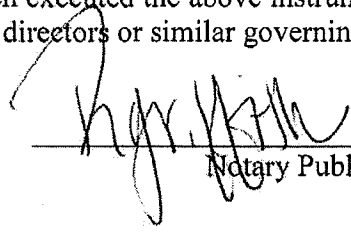
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TRADEMARK
REEL: 004733 FRAME: 0631

STATE OF KS)
) SS
COUNTY OF Johnson)



On this 10 day of March, 2012, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



Notary Public

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Licenses

Trademark: EducationAtlas.com

Serial Number:

Registration Number: 3297524

Country: United States of America

Classes:

Filing Date:

Registration Date:

Due Date:

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents and Patent Licenses

None.

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