

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
ATOMIC LEARNING, INC.		05/31/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2943745	ATOMIC LEARNING	
Registration Number:	2943752	ATOMIC LEARNING	
Registration Number:	3452520	ATOMIC TRAINING	
CORRESPONDENCE DATA			
Fax Number:	2027995144		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2027994000		
Email:	gregory.esau@dlapiper.com		
Correspondent Name:	Ryan C. Compton		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
NAME OF SUBMITTER:	Ryan C. Compton		
Signature:	/Ryan C. Compton/		

OP \$90.00 2943745

Date:

06/01/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May³¹, 2012, is made by Atomic Learning, Inc., a Delaware corporation and formerly known as Atomic Holdings, Inc. ("Grantor"), in favor of BMO Harris Bank N.A. ("Bank").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 6, 2012 by and between Grantor and Bank (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the "Credit Agreement"), Bank agreed to extend credit for the benefit of Grantor;

WHEREAS, Bank agreed to extend credit under the Credit Agreement, but only upon the condition, among others, that Grantor execute and deliver to Bank that certain Security Agreement dated as of April 6, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the "Security Agreement"); and

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, Grantor is required to execute and deliver to Bank, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Bank, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

- 2.1. all of its trademarks, including those referred to on Schedule 1 hereto;
- 2.2. all reissues, continuations or extensions of the foregoing;
- 2.3. all goodwill of the business connected with the use of, and symbolized by, each such trademark; and
- 2.4. all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such trademark or (ii) injury to the goodwill associated with any such trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law; provided further that "Trademark Collateral" shall include any proceeds of any such "intent to use" trademark applications.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Bank 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.


4. AMENDMENTS IN WRITING. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by Bank and the Grantor.

5. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by the internal laws of the State of Minnesota, without giving effect to the conflict of laws principles thereof.

[signature page follows]

IN WITNESS WHEREOF, 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.

ATOMIC LEARNING, INC., as Grantor

By: 
Name: Paul Cameron
Title: Chief Financial Officer and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

BMO HARRIS BANK, NA

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, 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.

ATOMIC LEARNING, INC., as Grantor

By: _____
Name: Paul Cameron
Title: Chief Financial Officer and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

BMO HARRIS BANK, NA

By: Meghan Wolfe
Name: Meghan Wolfe
Title: AVP

By: Scott W. Kemper
Name: SCOTT W. KEMPER
Title: V.P.

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Trademark	Status	Ser./Reg.. No.	Goods/Services	Owner
ATOMIC LEARNING	Registered April 26, 2005	Registration Number 2,943,745	Class 41: Educational services, namely, providing tutorial sessions in the field of computer software Class 42: Application service provider (ASP) featuring Educational software featuring instruction in how to use various commercial software programs	Atomic Learning, Inc., a Delaware corporation
ATOMIC LEARNING and Design	Registered April 25, 2005	Registration Number 2,943,752	Class 41: Educational services, namely, providing tutorial sessions in the field of computer software Class 42: Application service provider (ASP) featuring Educational software featuring instruction in how to use various commercial software programs	Atomic Learning, Inc., a Delaware corporation
ATOMIC TRAINING	Registered June 24, 2008	Registration Number 3,452,520	Class 41: Providing web-based software training and the distribution of digital course material in connection therewith to a defined group of users	Atomic Learning, Inc., a Delaware corporation

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RECORDED: 06/02/2012

TRADEMARK
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