

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
LEG, Inc.		02/01/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank, as Agent
Street Address:	38 Fountain Square Plaza
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3625685	ACING SERIES
Registration Number:	1233523	AMERICAN CASEBOOK SERIES
Registration Number:	1273489	BLACK LETTER SERIES
Registration Number:	1297496	BL BLACK LETTER SERIES
Serial Number:	85454153	BRIDGE TO PRACTICE SERIES
Registration Number:	3217543	CONCEPTS AND INSIGHTS SERIES
Registration Number:	2276183	EXAM PRO
Registration Number:	1267928	FOUNDATION PRESS
Registration Number:	2282775	GILBERT
Registration Number:	2226053	GILBERT
Registration Number:	1247659	HORNBOOK SERIES
Registration Number:	1445132	IN A NUTSHELL
Registration Number:	1056044	IN A NUT SHELL
Registration Number:	3589369	INTERACTIVE CASEBOOK SERIES

CH \$490.00 3625685

Registration Number:	1658211	LEGALINES
Serial Number:	85590862	LEGALINES
Registration Number:	1215788	NUTSHELL SERIES
Registration Number:	2356056	TURNING POINT SERIES
Registration Number:	1247070	UNIVERSITY CASEBOOK SERIES

CORRESPONDENCE DATA

Fax Number: 3128035299

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (312) 845-3430

Email: kalwa@chapman.com

Correspondent Name: Richard Kalwa

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

4106522

NAME OF SUBMITTER:

Richard Kalwa

Signature:

/richard kalwa/

Date:

02/18/2013

Total Attachments: 6

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TRADEMARK COLLATERAL AGREEMENT

This 1st day of February, 2013, LEG, INC., a Delaware corporation (“*Debtor*”) with its principal place of business and mailing address at 610 Opperman Drive, Eagan MN 55123, pursuant to the Security Agreement (as defined below), grants to Fifth Third Bank, an Ohio banking corporation with its mailing address at 38 Fountain Square Plaza, Cincinnati, Ohio 45263 (“*Fifth Third*”), acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement, and its successors and assigns (Fifth Third acting as such administrative agent and any successors or assigns to Fifth Third acting in such capacity being hereinafter referred to as the “*Agent*”), for the benefit of the Secured Creditors, a Lien on and continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor and certain affiliates of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor, such affiliates and the Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”; all capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Security Agreement).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.


Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

LEG, INC.

By 
Name Christian T. Miller
Title Vice President

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Agent

By _____
Name _____
Title _____

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

TRADEMARK
REEL: 004965 FRAME: 0142

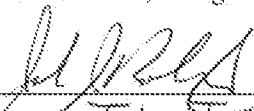
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

LEG, INC.

By _____
Name Christian T. Miller
Title Vice President

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Agent

By  _____
Name John F. Robinson Jr.
Title _____

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

See attached.

<u>Trademark</u>	<u>Status</u>	<u>Registration/ Application No.</u>	<u>Registration/ Application Date</u>	<u>Jurisd iction</u>	<u>Owner</u>
Acing Series	Registered	3625685	05/26/2009	US	LEG, Inc.
American Casebook Series	Registered	1233523	04/05/1983	US	LEG, Inc.
Black Letter Series	Registered	1273489	04/10/1984	US	LEG, Inc.
BL Black Letter Series & Design	Registered	1297496	09/25/1984	US	LEG, Inc.
Bridge to Practice Series	Pending	(85454153)	(10/24/2011)	US	LEG, Inc.
Concepts and Insights Series	Registered	3217543	03/13/2007	US	LEG, Inc.
Exam Pro	Registered	2276183	09/07/1999	US	LEG, Inc.
Foundation Press	Registered	1267928	02/21/1984	US	LEG, Inc.
Gilbert	Registered	2282775	10/05/1999	US	LEG, Inc.
Gilbert	Registered	2226053	02/23/1999	US	LEG, Inc.
Hornbook Series	Registered	1247659	08/09/1983	US	LEG, Inc.
In a Nutshell	Registered	1445132	06/30/1987	US	LEG, Inc.
In a Nutshell & Design	Registered	1056044	01/11/1977	US	LEG, Inc.
Interactive Casebook Series	Registered	3589369	03/10/2009	US	LEG, Inc.
Legalines	Cancelled	1658211	09/24/1991	US	LEG, Inc.
Legalines	Pending	(85590862)	(04/06/2012)	US	LEG, Inc.
Nutshell Series	Registered	1215788	11/09/1982	US	LEG, Inc.
Turning Point Series	Registered	2356056	06/06/2000	US	LEG, Inc.
University Casebook Series	Registered	1247070	08/02/1983	US	LEG, Inc.