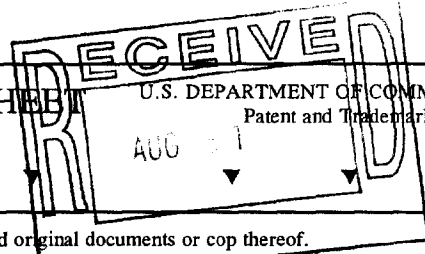


09-14-1998



100826496

COVER SHEET ONLY



Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or cop thereof.

1. Name of conveying party(ies): MCD HC-SP, LLC  
8-31-98

Individuals  Association  
 General Partnership  Limited Partnership  
 Corporation-State  
 Other Delaware limited liability company

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: June 30, 1998

2. Name and address of receiving party(ies)

Name: Fleet National Bank

Internal Address: \_\_\_\_\_

Street Address: One Federal Street

City: Boston State: MA ZIP: MA

Individual(s) citizenship \_\_\_\_\_  
 Association National Banking Association  
 General Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See attached schedule  
 B. Trademark Registration No.(s) See attached schedule

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Miriam J. Rovner

Internal Address: Goodwin, Procter & Hoar LLP

Street Address: Exchange Place  
53 State Street

City: Boston State: MA Zip: 02109

6. Total number of applications and registrations involved: **5**

7. Total Fee (37 CFR 3.41): \$ 140.00

Enclosed **140 E**  
 Authorized to be charged to deposit account

8. Deposit account number:  
07-1700  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

David P. Lewis [Signature] 8/26/98  
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **10**

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

09/10/1998 DNGUYEN 00000165 1347689

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

01 FC:481 40.00 OP  
02 FC:482 100.00 OP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**EXHIBIT A**

**REGISTERED TRADEMARKS**

<u>Country</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
United States	LEAP (stylized)	1,347,689	July 9, 1985

**PENDING TRADEMARK REGISTRATION APPLICATIONS**

<u>Country</u>	<u>Trademark</u>	<u>Serial Number</u>	<u>Date Filed</u>
United States	Chapter by Chapter	75/406192	December <u>16</u> , 1997
United States	Novel Ideas	75/406471	December <u>17</u> , 1997
United States	LIFT Literature Is For Thinking	75/406472	December <u>17</u> , 1997
United States	Alphakids and design	<u>75/449,963</u>	March 11, 1998

**UNREGISTERED TRADEMARKS**

- Sundance
- Novel Aids
- Persona
- Connect Science
- Connect Social Studies

## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made as of June 30, 1998 by **HC-SP, LLC**, a Delaware limited liability company (the "Debtor"), to and with **FLEET NATIONAL BANK**, a national banking association, as agent (in such capacity, together with its successors and assigns in such capacity, the "Agent") for the benefit of the financial institutions and other Persons which are or which become Lenders under, and as defined in, the Credit Agreement referred to below and any Hedging Lenders (collectively with the Lenders, the "Secured Parties").

### RECITALS

A. Hights Cross Communications, LLC, a Delaware limited liability company (the "Parent"), the Lenders, the Agent and the Documentation Agent are entering into a Second Amended and Restated Credit Agreement of even date herewith (as the same may be amended, restated, renewed, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders are extending credit to the Parent. Capitalized terms used herein without definition have the meanings assigned to them in the Credit Agreement.

B. The Debtor has guaranteed all of the Obligations under the Credit Agreement and the other Loan Documents pursuant to the Guaranty Agreement of even date herewith between the Debtor and the Agent.

C. It is a condition to such Secured Parties' willingness to enter into the Credit Agreement (or, as applicable, any Rate Hedging Agreements) and provide to the Parent the financing contemplated thereby that the Debtor shall have granted to the Secured Parties and the Agent the liens and security interests contemplated hereby. The Debtor wishes hereby to grant such liens and security interests.

D. Immediately following the closing of the Sundance Acquisition, the Debtor shall change its name to Sundance Publishing, LLC.

E. The Debtor is the owner and user of the trademarks listed on Schedule A hereto (the "Trademarks").

F. Among the security interests granted by the Debtor to the Agent pursuant to that certain Security and Pledge Agreement dated as of even date herewith by and between the Debtor and the Agent (the "General Security Agreement") is a security interest in the Trademarks together with the goodwill of the business associated with and symbolized by such Trademarks.

G. The Debtor and the Agent contemplate and intend that, if an Event of Default (as defined in the General Security Agreement) shall occur and be continuing, the Secured Parties shall have all rights of the Debtor in and to the Trademarks and the goodwill of the business of

the Debtor associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Agent, as foreclosing secured party, on behalf of the Secured Parties, to continue such business of the Debtor or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Debtor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the Debtor hereby agrees as follows:

1. Security Interest. The Debtor reconfirms the terms of the General Security Agreement, as if set forth fully herein, and acknowledges that the Secured Parties have a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks (collectively, the "Collateral"), as security for the Obligations (as defined in the General Security Agreement). The Debtor hereby collaterally assigns to the Agent and each of the Secured Parties, and grants a security interest to the Agent and each of the Secured Parties in and to, all of the Debtor's right, title and interest in and to the Collateral. The Debtor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.

2. Representations and Warranties. The Debtor represents and warrants that:

2.1. Schedule A set forth as of the date hereof all United States trademark registrations and applications owned by the Debtor.

2.2. As of the date hereof, the Collateral set forth on Schedule A is subsisting and has not been adjudged invalid or unenforceable.

2.3. As of the date hereof, no claim has been made that the use of any of the Collateral violates the rights of any third person and the Debtor is not aware of any basis for any such claim to be asserted.

2.4. The Debtor is the sole and exclusive owner of the entire right, title and interest in and to the Collateral, free and clear of any lien, security interest or other encumbrances, including without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Debtor not to sue third persons (other than the security interest granted hereby and any of the foregoing entered into in the ordinary course of business).

2.5. The Debtor has the full power and authority to enter into this Agreement and perform its terms.

2.6. The Debtor has used proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry.

3. Covenants. The Debtor covenants and agrees as follows:

3.1. The Debtor will keep the Collateral free from any lien, security interest or encumbrance (except in favor of the Secured Parties) and will defend the Collateral and the title thereto against all claims and demands of all other persons at any time claiming same or any interest therein.

3.2. The Debtor shall not abandon any Collateral except such Collateral which could not reasonably be expected to have a Material Adverse Effect.

3.3. The Debtor shall maintain all rights held by the Debtor relating to the Collateral except such Collateral which the failure to maintain could not reasonably be expected to have a Material Adverse Effect.

3.4. Until all of the Obligations shall have been paid in full and termination of the commitments therefor, the Debtor shall not enter into any agreement (including a license agreement) which conflicts with the Debtor's obligations under this Agreement other than agreements that could not reasonably be expected to affect the value of the Collateral, without the Secured Parties's prior written consent.

3.5. The Debtor will not sell or offer to sell or otherwise transfer the Collateral or any interest therein (other than non-exclusive licenses granted in the ordinary course of the Debtor's business) without the prior written consent of the Secured Parties.

3.6. If the Debtor shall purchase, register or otherwise acquire rights to any new registrable or registered trademark, the provisions of Section 1 shall automatically apply thereto and at least annually the Debtor shall give to the Agent written notice thereof, shall execute an amendment to Schedule A including such registrations and applications and shall take any other action reasonably necessary to record the Secured Parties' interest in such trademarks with the U.S. Copyright Office.

3.7. The Debtor will continue to use proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry.

3.8. The Debtor shall execute, or use its reasonable efforts at its reasonable expense to cause to be executed, such further documents as may be reasonably requested by the Agent in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

4. Remedies. After the occurrence of any Event of Default (as defined in the General Security Agreement), the Agent, on behalf of the Secured Parties, may declare all Obligations secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code.

5. Attorney-in-Fact. The Debtor hereby appoints the Agent, for the benefit of the Secured Parties, as the Debtor's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of any Event of Default, to execute and deliver, in the name of and on behalf of the Debtor, and to cause the recording of all such further assignments and other instruments as the Agent may deem necessary or desirable in order to carry out the intent of the General Security Agreement. The Debtor agrees that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by the Agent (or the Agent's designee in accordance with the terms hereof) and on the statements made therein.

6. General.

6.1. No course of dealing between the Debtor and the Agent or the Secured Parties, nor any failure to exercise, nor any delay in exercising on the part of the Agent or the Secured Parties, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege. No waiver by the Agent, on behalf of the Secured Parties, of any default shall operate as a waiver of any other default or of the same default on a future occasion.

6.2. All of the Agent's rights and remedies with respect to the Collateral, whether established hereby or by the General Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. This Agreement is in addition to, and is not limited by nor in limitation of, the provisions of the General Security Agreement or any other security agreement or other agreement now or hereafter existing between the Debtor and the Secured Parties.

6.3. If any clause or provision of this Agreement shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6.4. This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Section 3.6 hereof.

6.5. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

6.6. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of the Commonwealth of Massachusetts.

7. Agency. The parties hereto, and any person not a party hereto for whose benefit the Agent holds the collateral hereunder, acknowledge that the Agent has been requested to act as

agent for the Secured Parties hereunder pursuant to the terms of the Credit Agreement, and that the Agent, to the extent it may so act hereunder, shall exercise all of the rights and remedies hereunder of, and as agent for the benefit of, the Secured Parties and each of them, without limiting the generality of the foregoing, the Agent is authorized to execute and deliver, from time to time, on behalf of the Secured Parties, any and all amendments and modifications to this Agreement and any and all waivers to any conditions herein or any Event of Default hereunder.

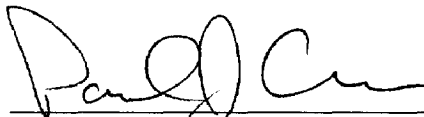
[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

Debtor:

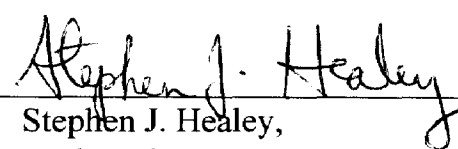
**HC-SP, LLC**

By Hights Cross Communications,  
LLC, its manager

By   
Paul J. Creeca,  
Chief Operating Officer, Chief  
Financial Officer and Treasurer

Agent:

**FLEET NATIONAL BANK**

By   
Stephen J. Healey,  
Senior Vice President



COMMONWEALTH OF MASSACHUSETTS )  
 )  
COUNTY OF SUFFOLK )

Then personally appeared before me the above-named Paul J. Crecca, the Chief Operating Officer, Chief Financial Officer and Treasurer of Hights Cross Communications, LLC, the manager of HC-SP, LLC, and stated that he executed the foregoing instrument under the authority of said limited liability company's Board of Directors and acknowledged the foregoing instrument to be the free act and deed of each of said limited liability companies.

Witness my hand and seal this 26th day of June, 1998.

Donna M. DeCaste  
Notary Public  
Print Name Donna M. DeCaste  
My Commission Expires July 5, 2002

COMMONWEALTH OF MASSACHUSETTS )  
 )  
COUNTY OF SUFFOLK )

Then personally appeared before me the above-named Stephen J. Healey, a Senior Vice President of Fleet National Bank, and stated that he executed the foregoing instrument under the authority of said bank's Board of Directors and acknowledged the foregoing instrument to be the free act and deed of said bank.

Witness my hand and seal this 26th day of June, 1998.

Donna M. DeCaste  
Notary Public  
Print Name Donna M. DeCaste  
My Commission Expires July 5, 2002

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United States	Alphakids and design	<del>75/449,963</del>	March 11, 1998

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