

03-30-1999



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U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

TRADEMARK FEE PROCESS.  
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03-15-1999

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

1999 MAR 15 P 2:29

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #57

Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

**Conveyance Type**

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year

TRADEMARK OFFICE

3-1599

**Conveying Party**

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

**Receiving Party**

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

- Citizenship/State of Incorporation/Organization

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**FOR OFFICE USE ONLY**

01 FC:481  
02 FC:482

40.00 OP  
75.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**TRADEMARK**  
**REEL: 1875 FRAME: 0439**

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,156,344"/>	<input type="text" value="1,022,888"/>	<input type="text"/>
<input type="text" value="1,090,872"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1,098,369"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Robert W. Sacoff

03/10/99

Name of Person Signing

Signature

Date Signed

**AGREEMENT  
(Trademark)**

**THIS AGREEMENT (TRADEMARK)**, dated as of February 26, 1999 (this "Agreement"), among **THE ROACH ORGANIZATION, INC.**, a Delaware corporation ("Roach"), **TRO LEARNING (CANADA), INC.**, a Canadian corporation ("**TRO Canada**"; Roach and TRO Canada are hereinafter referred to individually as a "**Grantor**" and collectively "**Grantors**"), and **FIRST SOURCE FINANCIAL LLP**, an Illinois registered limited liability partnership (together with its successors and assigns, "**Lender**").

W I T N E S S E T H:

**WHEREAS**, pursuant to a Secured Credit Agreement dated as of February 26, 1999 (as amended, restated, supplemented or otherwise modified from time to time, the "**Secured Credit Agreement**"), among Grantors and Lender, Lender has extended Commitments to make Loans and other extensions of credit to Grantors;

**WHEREAS**, in connection with the Secured Credit Agreement, Grantors have executed and delivered to Lender a Security Agreement, dated as of February 26, 1999 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**");

**WHEREAS**, as a condition precedent to the making of the initial Loans under the Secured Credit Agreement, Grantors are required to execute and deliver this Agreement and to grant to Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Liabilities; and

**WHEREAS**, Grantors have duly authorized the execution, delivery and performance of this Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lender to make Loans (including the initial Loans) and other extensions of credit pursuant to the Secured Credit Agreement, Grantors agree, for the benefit of Lender, as follows:

**SECTION 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of all of the Liabilities, each Grantor does hereby mortgage, pledge and grant to Lender a continuing security interest in, all of the following property of such Grantor (the "**Trademark Collateral**"), whether now or hereafter owned, acquired, existing or arising:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a "**Trademark**"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in **Item A of Attachment 1** hereto;

(b) all Trademark licenses, including each Trademark license referred to in **Item B of Attachment 1** hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in **Item A and Item B of Attachment 1** hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Grantors for the purpose of registering the security interest of Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender under the Security Agreement. The Security Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Liabilities and the termination of all Commitments, Lender shall, at Grantors' expense, execute and deliver to Grantors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Grantors do hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Document, etc. This Agreement is a Related Document executed pursuant to the Secured Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Secured Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**Address:**

c/o TRO Learning, Inc.  
4660 West 77th Street  
Edina, Minnesota 55311  
Attention: John Murray and  
Steven Schuster

Telecopy: (612) 832-1208

Telephone: (612) 832-1000

**THE ROACH ORGANIZATION, INC.,**  
a Delaware corporation

By: 

Steven R. Schuster  
Vice President

**TRO LEARNING (CANADA), INC.,** a Canadian  
corporation

By: 

Steven R. Schuster  
Vice President

**Address:**

c/o First Source Financial, Inc.  
2850 West Golf Road  
5th Floor  
Rolling Meadows, Illinois 60008

Telephone: (847) 734-2000

Telecopy: (847) 734-7910

**FIRST SOURCE FINANCIAL LLP,** an  
Illinois registered limited liability partnership

By: First Source Financial, Inc., a Delaware  
corporation, its Agent/Manager

By: 

John P. Thacker  
Senior Vice President

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

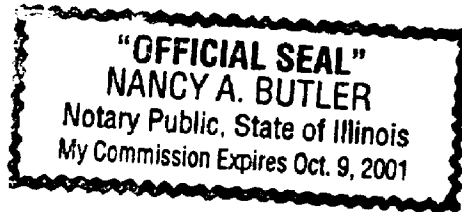
I, Nancy A. Butler, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Steven R. Schuster, personally known to me to be Vice President of THE ROACH ORGANIZATION, INC., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said corporation, pursuant to authority given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26<sup>th</sup> day of February, 1999.

Nancy A. Butler  
Notary Public

My Commission Expires:

10 | 09 | 01



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Nancy A. Butler, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Steven R. Schuster, personally known to me to be Vice President of TRO LEARNING (CANADA), INC., a Canadian corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said corporation, pursuant to authority given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26<sup>th</sup> day of February, 1999.

Nancy A. Butler  
Notary Public

My Commission Expires:

10/09/01





STATE OF ILLINOIS )  
 )  
 ) SS.  
COUNTY OF COOK )

I, Nancy A. Butler, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Steven R. Schuster, personally known to me to be Vice President of THE ROACH ORGANIZATION, INC., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said corporation, pursuant to authority given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

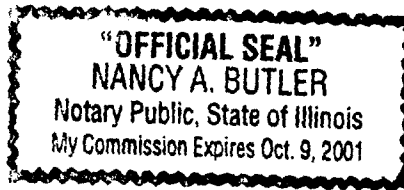
GIVEN under my hand and notarial seal this 26<sup>th</sup> day of February, 1999.

Nancy A. Butler

Notary Public

My Commission Expires:

10/09/01



**SCHEDULE I to Security Agreement  
and  
Attachment I to Agreement (Trademark)**

Item A.

**Material Registered Trademarks**

<b>Country</b>	<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Goods/Services</b>
United States	<i>DESIGN (Outline of a man's face with beard)</i>	1,156,344	06/02/81	Newsletters, workbooks and user's manuals and guides, all relating to general education and vocational training; educational and entertainment services, namely, providing games and academic, vocational and recreational training by means of a computer based system; and training others in the design and adaptation of games and academic, vocational and recreational instruction to computer based systems.
United States	<i>PLATO</i>	1,090,872	05/09/78	Textbooks, workbooks and user's manuals and guides, all relating to general education and vocational training.

**SCHEDULE I to Security Agreement  
and  
Attachment I to Agreement (Trademark)**

<b>Country</b>	<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Goods/Services</b>
United States	<i>PLATO</i>	1,098,369	08/01/78	Education and entertainment services, , namely, providing games and academic, vocational and recreational training by means of a computer based system; and training others in the design and adaptation of games and academic, vocational and recreational instruction to computer based systems.
United States	<i>PLATO</i>	1,022,888	10/14/75	Computer based teaching system for presenting instructional material to students at the same time monitoring and evaluating their performance.

**SCHEDULE I to Security Agreement  
and  
Attachment I to Agreement (Trademark)**

<b>Country</b>	<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Goods/Services</b>
Canada	<i>PLATO</i>	TMA247944	07/11/95	Computers; multiplexes; computer and computer display terminal; and textbooks, workbooks and user's manuals and guides relating to general education and vocational training ; and training others in the design and adaptation of games and academic, vocational and recreational courses to computer based systems.

**Pending Trademark Applications**

Debtor does not have any pending trademark applications.

**Item B. Trademark Licenses**

Debtor is not a licensee or a licensor of any trademarks.