Form PTO-1594 (Rev 6-93) MKD 12·10·99 RE

04-03-2000

101303990

U.S. Department of Commerce

Patent and Trademark Office

To the Honorable Commissioner of Pate ... al documents or copy thereof.

1. Name of conveying party(ies): 3-30-00

Weekly Reader Corporation
200 First Stamford Place
P.O. Box 120023
Stamford, CT 06912

OIPE DEC 1 0 1999 PATENT & TRADEMARK OFFICE

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation (Delaware)
☐ Other

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

2. Name and address of receiving party(ies):

Name: Bank of America, N.A., as administrative agent

Internal Address: NC1-007-07-01

Street Address: 100 North Tryon Street

City: Charlotte State: NC ZIP: 28255
Country: .

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation
☒ Other Bank

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

3. Nature of conveyance:

☐ Assignment ☐ Merger

☒ Security Agreement ☐ Change of Name

☐ Other:

Execution Date: November 17, 1999

4. Application number(s) or trademark number(s):
If this document is being filed together with a new application, the execution date of the application is

A. Trademark Application No.(s)
see attached list

B. Trademark No.(s)
see attached list

Additional numbers attached ☒ Yes ☐ No

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

Name: Nora A. Whitescarver
Internal Address: Mayer, Brown & Platt

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 61

7. Total fee (37 CFR 3.41): $1540.00

☒ Enclosed (Check No. 18136)

☐ Authorized to be charged to deposit account

8. Deposit account number:

(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.

Nora A. Whitescarver — Name of Person Signing

Nora A. Whitescarver — Signature

December 9, 1999 — Date

Total number of pages comprising cover sheet and document attachments: 12

12/29/1999 DNGUYEN 00000217 243218

01 FC:481 40.00 OP
02 FC:482 1500.00 OP

TRADEMARK
REEL: 002041 FRAME: 0273

Item A. Trademarks

Registered Trademarks

	Country	Mark	Classes	App. #	App. Date	Reg. #	Reg. Date	Status
	Canada	Career World				TMA 243218	4/18/80	Registered
	Canada	Current Lifestudies				TMA 299691	2/8/85	Registered
	Canada	Curriculum Innovations, Inc.				TMA 327726	5/22/87	Registered
	Canada	My Weekly Reader				TMA 204370	1/10/75	Registered
	Canada	Weekly Reader				TMA 195222	11/2/73	Registered
	Canada	World Newsmap of the Week				TMA 247128	6/27/80	Registered
	Canada	Writing! (Stylized)				TMA 279939	6/3/83	Registered
1	United States	Banana Monkey's	16	75/611855	12/24/98			Filed
2	United States	Buddy Bear's	42	75/618671	1/11/99			Filed
3	United States	Career World	16			955803	3/20/73	Registered
4	United States	Current Events	16			241416	4/24/28	Registered
5	United States	Current Health	16			1193623	4/13/82	Registered
6	United States	Current Science (Stylized)	16			258834	7/16/29	Registered
7	United States	Curriculum Innovations Group	16	74/147346	3/13/91	1729247	11/3/92	Registered
8	United States	Funnybunny	16			1219949	12/14/82	Registered
9	United States	Galaxy Weekly Reader & Design	41	75/189303	10/29/96	2236381	4/6/99	Registered
10	United States	Hear America!	16	75/180039	10/10/96	2087843	8/12/97	Registered
11	United States	Imagine and Write	16			885075	1/27/70	Registered
12	United States	Infographics	16	75/158987	8/30/96	2101274	9/30/97	Registered
13	United States	Kidkit & Design	16			1582492	2/13/90	Registered
14	United States	Kids TV & Design	41	74/046859	4/6/90	1652023	7/23/91	Registered
15	United States	Know Your World	16			851484	6/25/68	Registered
16	United States	Map Skills for Today	16			879296	10/21/69	Registered
17	United States	Map Skills for Today	16			1606402	7/17/90	Registered
18	United States	My Weekly Reader	16			254284	3/19/29	Registered
19	United States	My Weekly Reader Summer Magazine	16	75/719301	6/2/99			Filed
20	United States	Nip	28	75/322190	7/19/97	2152626	4/21/98	Registered
21	United States	Peanut and Jocko	16			1549117	7/25/89	Registered
22	United States	Pulse for Today's Middleschools & Design	16	74/505517	3/28/94	1945000	1/2/96	Registered

	Country	Mark	Classes	App. #	App. Date	Reg. #	Reg. Date	Status
23	United States	Read (Stylized)	16			574960	5/26/53	Registered
24	United States	Read-Study-Think	16			880929	11/18/69	Registered
25	United States	Science Matters	16	74/442122	9/30/93	1967619	4/16/96	Registered
26	United States	Science Spin	16	75/313516	6/23/97			Filed
27	United States	The Largest Newspaper for Kids in the World!	16	75/611854	12/24/98			Filed
28	United States	The Weekly Reader Teacher	16	75/611852	12/24/98			Filed
29	United States	Weekly Reader	16			1503004	9/6/88	Registered
30	United States	Weekly Reader	42			1519333	1/3/89	Registered
31	United States	Weekly Reader	42	75/584518	11/6/98			Filed
32	United States	Weekly Reader Big Issue!	16	75/158992	8/30/96	2077656	7/8/97	Registered
33	United States	Weekly Reader News for Kids	16	75/611853	12/24/98			Filed
34	United States	Weekly Reader Summer Magazine	16	75/719300	6/2/99			Filed
35	United States	World Newsmap of the Month	16	75/572449	10/19/98			Filed
36	United States	World Newsmap of the Week	16			1421904	12/23/86	Registered
37	United States	World Newsmap of the Week	16			1132464	4/1/80	Registered
38	United States	Writing Pals & Design	42	74/464121	11/30/93	1913914	8/22/95	Registered
39	United States	Writing!	16	74/087100	8/13/90	1655545	9/3/91	Registered
40	United States	Writing! (Stylized)	16			1238958	5/17/83	Registered
41	United States	Young America Votes	16	75/179427	10/10/96	2087840	8/12/97	Registered
	Canada	Current Consumer				TMA 242690	4/11/80	Inactive
42	United States	A Heart Song Novel & Design	16			1495789	7/12/88	Inactive
43	United States	A Weekly Reader Fairy Tale & Design	16			1500483	8/16/88	Inactive
44	United States	A Whiskers Book & Design	16			1495787	7/12/88	Inactive
45	United States	B.J.	28	75/322189	7/10/97			Inactive
46	United States	Challenges	16	74/208565	9/30/91			Inactive
47	United States	Current Health	16			1018333	8/12/75	Inactive
48	United States	Curriculum Innovations, Inc.	16			1333189	4/30/85	Inactive
49	United States	Eye (Stylized)	16			995713	10/15/74	Inactive
50	United States	Fun Facts & Design	16			1479584	3/8/88	Inactive
51	United States	Jelly Bean Jamboree	16			1042268	6/29/76	Inactive
52	United States	Little Sprout & Design	16			1515344	12/6/88	Inactive

	Country	Mark	Classes	App. #	App. Date	Reg. #	Reg. Date	Status
53	United States	Make It Happen the Choice Is Yours	16			1477639	2/23/88	Inactive
54	United States	Newsprobe	16			1595351	5/8/90	Inactive
55	United States	Smart Start & Design	16			1485252	4/19/88	Inactive
56	United States	Tomorrow Star & Design	16			1479585	3/8/88	Inactive
57	United States	U.S. Kids & Design	16			1507100	10/4/88	Inactive
58	United States	Values and Decisions	16			1019377	9/2/75	Inactive
59	United States	Weekly Reader & Design	16	74/089880	8/20/90	1681978	4/7/92	Inactive
60	United States	Zip	28	75/322146	7/10/97	2152625	4/21/98	Registered
61	United States	Zips	16			890134	4/28/70	Registered

Item B. Tradmark Licenses

None.

[EXECUTION COPY]

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 17, 1999, is made between WEEKLY READER CORPORATION, a Delaware corporation (the "Grantor"), and BANK OF AMERICA, N.A., as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties;

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of November 17, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Weekly Reader Corporation, a Delaware corporation ("WRC"), and JLC Learning Corporation, a Delaware corporation ("JLC" and, together with WRC, the "Borrowers"), WRC Media Inc. (formerly known as EAC II Inc.), a Delaware corporation and parent of JLC ("Holdings"), as a guarantor, the various financial institutions as are or may become parties thereto (collectively, the "Lenders"), DLJ Capital Funding, Inc., as the Syndication Agent (in such capacity, the "Syndication Agent"), the Lead Arranger and the Sole Book Running Manager, the Administrative Agent and General Electric Capital Corporation, as the documentation agent (in such capacity, the "Documentation Agent") for the Lenders, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security and Pledge Agreement, dated as of November 17, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security and Pledge Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

WHEREAS, it is in the best interests of the Grantor to execute this Security and Pledge Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the

Credit Extensions made from time to time to the Borrowers by the Lenders and the Issuers pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Issuers to make Credit Extensions (including the initial Credit Extension) to the Borrowers pursuant to the Credit Agreement, and to induce the Secured Parties to enter into Rate Protection Agreements, the Grantor agrees, for the benefit of each Secured Party, 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 meanings provided (or incorporated by reference) in the Security and Pledge Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property, to the extent now or hereafter owned or acquired or existing by the Grantor (the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, designs and other source of business identifiers (all of the foregoing items in this clause (a) being collectively 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 (the "PTO") or in any other 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 Schedule IV attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Schedule IV attached hereto;

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

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

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark,

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Trademark registration or Trademark license referred to in Item A and Item B of Schedule IV attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

The "Trademark Collateral" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents as to which the grant of a security interest would constitute a violation of a valid and enforceable restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained. The undersigned agrees to use its best efforts to obtain any such required consent.

SECTION 3. Security and Pledge Agreement. This Agreement has been prepared by the Administrative Agent for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the PTO 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 the Administrative Agent for its benefit and the benefit of each Secured Party under the Security and Pledge Agreement. The Security and Pledge Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full in cash of all Secured Obligations, the termination or expiry of all Letters of Credit, the termination of all Rate Protection Agreements and the termination of all Commitments, the Administrative Agent shall, at the Grantor's commercially reasonable expense, execute and deliver to the Grantor all instruments and other documents, and perform all other acts, as may be necessary or proper to fully release the lien on and security interest in the Trademark Collateral which has been granted hereunder. The Grantor shall be free to file and record such instruments and documents in the PTO or other office anywhere in the world.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security and Pledge 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. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the 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.

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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.

WEEKLY READER CORPORATION

By_____
Name:
Title: *Charles L. Laurey*
Secretary

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

By_____
Name:
~~Title:~~

16827239

TRADEMARK
REEL: 002041 FRAME: 0280

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

By Peter C. Hall

Name: PETER C. HALL

Title: VICE-PRESIDENT

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Item A. Trademarks

Registered Trademarks

Country	Mark	Classes	App. #	App. Date	Reg. #	Reg. Date	Status
Canada	Career World				TMA 243218	4/18/80	Registered
Canada	Current Lifestudies				TMA 299691	2/8/85	Registered
Canada	Curriculum Innovations, Inc.				TMA 327726	5/22/87	Registered
Canada	My Weekly Reader				TMA 204370	1/10/75	Registered
Canada	Weekly Reader				TMA 195222	11/2/73	Registered
Canada	World Newsmap of the Week				TMA 247128	6/27/80	Registered
Canada	Writing! (Stylized)				TMA 279939	6/3/83	Registered
United States	Banana Monkey's	16	75/611855	12/24/98			Filed
United States	Buddy Bear's	42	75/618671	1/11/99			Filed
United States	Career World	16			955803	3/20/73	Registered
United States	Current Events	16			241416	4/24/28	Registered
United States	Current Health	16			1193623	4/13/82	Registered
United States	Current Science (Stylized)	16			258834	7/16/29	Registered
United States	Curriculum Innovations Group	16	74/147346	3/13/91	1729247	11/3/92	Registered
United States	Funnybunny	16			1219949	12/14/82	Registered
United States	Galaxy Weekly Reader & Design	41	75/189303	10/29/96	2236381	4/6/99	Registered
United States	Hear America!	16	75/180039	10/10/96	2087843	8/12/97	Registered
United States	Imagine and Write	16			885075	1/27/70	Registered
United States	Infographics	16	75/158987	8/30/96	2101274	9/30/97	Registered
United States	Kidkit & Design	16			1582492	2/13/90	Registered
United States	Kids TV & Design	41	74/046859	4/6/90	1652023	7/23/91	Registered
United States	Know Your World	16			851484	6/25/68	Registered
United States	Map Skills for Today	16			879296	10/21/69	Registered
United States	Map Skills for Today	16			1606402	7/17/90	Registered
United States	My Weekly Reader	16			254284	3/19/29	Registered
United States	My Weekly Reader Summer Magazine	16	75/719301	6/2/99			Filed
United States	Nip	28	75/322190	7/19/97	2152626	4/21/98	Registered
United States	Peanut and Jocko	16			1549117	7/25/89	Registered
United States	Pulse for Today's Middleschools & Design	16	74/505517	3/28/94	1945000	1/2/96	Registered

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United States	Read (Stylized)	16			574960	5/26/53	Registered
United States	Read-Study-Think	16			880929	11/18/69	Registered
United States	Science Matters	16	74/442122	9/30/93	1967619	4/16/96	Registered
United States	Science Spin	16	75/313516	6/23/97			Filed
United States	The Largest Newspaper for Kids in the World!	16	75/611854	12/24/98			Filed
United States	The Weekly Reader Teacher	16	75/611852	12/24/98			Filed
United States	Weekly Reader	16			1503004	9/6/88	Registered
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United States	World Newsmap of the Month	16	75/572449	10/19/98			Filed
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United States	Young America Votes	16	75/179427	10/10/96	2087840	8/12/97	Registered
Canada	Current Consumer				TMA 242690	4/11/80	Inactive
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United States	A Whiskers Book & Design	16			1495787	7/12/88	Inactive
United States	B.J.	28	75/322189	7/10/97			Inactive
United States	Challenges	16	74/208565	9/30/91			Inactive
United States	Current Health	16			1018333	8/12/75	Inactive
United States	Curriculum Innovations, Inc.	16			1333189	4/30/85	Inactive
United States	Eye (Stylized)	16			995713	10/15/74	Inactive
United States	Fun Facts & Design	16			1479584	3/8/88	Inactive
United States	Jelly Bean Jamboree	16			1042268	6/29/76	Inactive
United States	Little Sprout & Design	16			1515344	12/6/88	Inactive

Country	Mark	Classes	App. #	App. Date	Reg. #	Reg. Date	Status
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United States	Smart Start & Design	16			1485252	4/19/88	Inactive
United States	Tomorrow Star & Design	16			1479585	3/8/88	Inactive
United States	U.S. Kids & Design	16			1507100	10/4/88	Inactive
United States	Values and Decisions	16			1019377	9/2/75	Inactive
United States	Weekly Reader & Design	16	74/089880	8/20/90	1681978	4/7/92	Inactive
United States	Zip	28	75/322146	7/10/97	2152625	4/21/98	Registered
United States	Zips	16			890134	4/28/70	Registered

Item B. Tradmark Licenses

None.

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