Form PTO-1594
(Rev 6-93)

OIPE JUN 11 2001 PATENT & TRADEMARK OFFICE

06-15-2001

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U.S. Department of Commerce
Patent and Trademark Office

To the Honorable Commissioner of P... ...ginal documents or copy thereof.

1. Name of conveying party(ies): CHILDU, INC.

6-11-01

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
*Corporations
☐ Other

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

3. Nature of conveyance:

☐ Assignment ☐ Merger

* Security Agreement ☐ Change of Name

☐ Other

Execution Date: May 9, 2001

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

Name: BANK OF AMERICA, N.A., as administrative agent

Internal Address:

Street Address: 9 West 57th St.

City: New York State: NY ZIP: 10019
Country:

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation
* Other bank, financial institution

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 trademark number(s): 75/829,421, 75/418,489, 75/979,975

If this document is being filed together with a new application, the execution date of the application is

A. Trademark Application No.(s)

B. Trademark No.(s)

Additional numbers attached * Yes ☐ No

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

Name: Robert E. Rude II

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: 3

7. Total fee (37 CFR 3.41): $ 90.00

* Enclosed (Check No. 19275)

☐ 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.

Robert E. Rude II	RRII	June 11, 2001
Name of Person Signing	Signature	Date

Total number of pages comprising cover sheet and document attachments: 8

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01 FC:481 40.00 OP
02 FC:482 50.00 OP

SCHEDULE IV
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

*Country	Trademark	Registration No.	Registration Date

Pending Trademark Applications

*Country	Trademark	Serial No.	Filing Date
US	ChildU E-Knowledge Leaders (and design)	75/829,421	Pending
US	The Learning Odyssey	75/418,489	Pending
US	The Learning Odyssey	75/979,975	Pending

Trademark Applications in Preparation

*Country	Trademark	Docket No.	Expected Filing Date	Products/ Services

16991922

Item B. Trademark Licenses

*Country or Territory	Trademark	Licensor	Licensee	Effective Date	Expiration Date

*/ List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 9, 2001, is made between CHILDU, INC., a Florida 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 certain Amendment Agreement, dated as of May 9, 2001, amending and restating in its entirety that certain 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"), ChildU, Inc., a Florida corporation, ("CLI" and, together with WRC, the "Borrowers"), WRC Media Inc. (formerly known as EAC II Inc.), a Delaware corporation and parent of WRC and CLI ("Holdings"), as a guarantor, the various financial institutions as are or may become parties thereto (collectively, the "Lenders"), Credit Suisse First Boston (as successor in interest to 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 ("GECC"), 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,

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.

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.

CHILDU, INC.

By _____
Name: Scott R. Uldine
Title: CEO/Pres.

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

By _____
Name:
Title:

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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.

CHILDU, INC.

By_____
Name:
Title:

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

By_____
Name: **Curtis D. Lueker**
Title: **Vice President**

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