

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Fundever, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: **November 30, 2003**

2. Name and address of receiving party(ies)

Name: **Pearson Education, Inc.**

Internal Address: _____

Street Address: **One Lake Street**

City: **Upper Saddle River** State: **NJ** Zip: **07458**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State **Delaware**
- 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)

76/516,773

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: **Jessica N. Cohen, Esq.**

Internal Address: **c/o Morgan, Lewis & Bockius LLP**
38th Floor

Street Address: **101 Park Avenue**

City: **New York** State: **NY** Zip: **10178**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41).....\$ **40.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

13-4520

(Attach duplicate copy of this page if paying by deposit account)

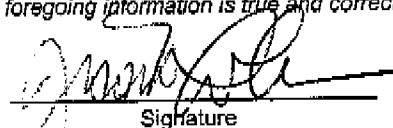
DO NOT USE THIS SPACE

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.

Jessica N. Cohen, Esq.

Name of Person Signing



Signature

December 9, 2003

Date

Total number of pages including cover sheet, attachments, and document: **6**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$40.00 134520 76516773

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 30, 2003, is entered into between Fundever, Inc., a Delaware corporation (the "Grantor") and Pearson Education, Inc. as Secured Party (the "Secured Party").

Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement between the Grantor and the Secured Party dated as of November 30, 2003 (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantor is granting a security interest to the Secured Party in certain Marks whether now owned or existing or hereafter acquired or arising and wherever located, including the Mark listed on Schedule A.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Secured Party hereby agree as follows:

(a) Grant of Security Interest

(i) Grantor hereby grants to the Secured Party a security interest and continuing lien on all of Grantor's right, title and interest in, to and under all Marks whether now owned or existing or hereafter acquired or arising and wherever located, including the Mark listed on Schedule A, subject to the terms and conditions of the Security Agreement.

(ii) The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(b) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement except that the Secured Party may modify this Agreement by amending Schedule A to include reference to any right, title or interest in any existing Marks or any Marks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Marks in which Grantor no longer has or claims any right, title or interest.

(c) Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW PROVISION OR RULE THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

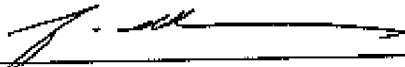
(d) Counterparts

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

FUNDEVER, INC.

By: 
Name: *Paul Robinson*
Title: *CEO*

PEARSON EDUCATION, INC.
as the Secured Party

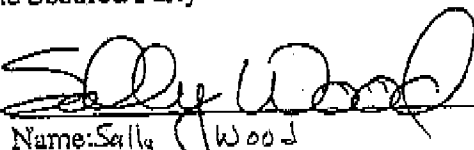
By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

FUNDEVER, INC.

By: _____
Name:
Title:

PEARSON EDUCATION, INC.
as the Secured Party

By:  _____
Name: Sally Wood
Title: President, PEN

SCHEDULE A

TRADEMARK SECURITY AGREEMENTREGISTERED TRADEMARKS

None.

TRADEMARK APPLICATIONS

Trademark	Country	Ser. No.	Filing. Date	Record Owner
LEARN & EARN	U.S.	76/516,773	May 8, 2003	Fundeever, Inc.