

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sylvan Learning, Inc.		04/27/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	New York Banking Corporation:

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Serial Number:	76583816	ACADEMIC INROADS
Serial Number:	76583817	ACE IT!
Serial Number:	76583819	ACHIEVEMENT ZONE
Registration Number:	2221236	DISCOVER...EXPLORE...INVENT!
Registration Number:	1331327	
Registration Number:	2487732	
Registration Number:	1410891	SYLVAN
Registration Number:	1786045	SYLVAN LEARNING SYSTEMS
Registration Number:	2587735	SYLVAN VENTURES
Registration Number:	2743151	SYLVAN VENTURES
Serial Number:	76135351	LOG ON. LEARN
Registration Number:	2774355	LOG ON. LEARN
Registration Number:	2572252	ADVANCED YOUTH SCHOLAR PROGRAM
Registration Number:	2113260	BETTER GRADES ARE JUST THE BEGINNING
Registration Number:	1906024	IVY WEST

OP \$1115.00 76583816

Registration Number:	2503489	SUCCESS IS LEARNED
Registration Number:	2134672	SUCCESSFUL STUDENT
Registration Number:	2377243	SYLVAN AT COLLEGE
Registration Number:	2382813	SYLVAN AT SCHOOL
Registration Number:	1532383	SYLVAN CLEAR WRITING
Registration Number:	1330154	SYLVAN LEARNING CENTER
Registration Number:	1303186	SYLVAN LEARNING CENTER
Registration Number:	2156097	SYLVAN SKILLS ASSESSMENT
Registration Number:	1812607	SYLVAN STUDY POWER
Registration Number:	2714425	LEARNING FEELS GOOD
Registration Number:	2748188	MATH ESSENTIALS
Registration Number:	2716440	SYLVAN ADVANTAGE
Serial Number:	76096586	SYLVAN LEARNING CENTERS
Registration Number:	2553024	BOOK ADVENTURE
Registration Number:	2616898	
Registration Number:	1835776	SYLVAN AT WORK
Serial Number:	76471267	ACHIEVEENGLISH
Serial Number:	76471250	ACHIEVEMATH
Serial Number:	76471470	ACHIEVEREADING
Registration Number:	2638273	CAREER STARTERS
Serial Number:	76471294	EARLYLEARNERS
Serial Number:	76471268	SOLUTIONSPLUS
Registration Number:	2548111	ESYLVAN
Registration Number:	2628760	ESYLVAN.COM
Registration Number:	2616897	
Serial Number:	76078467	REX READER
Serial Number:	76149634	
Registration Number:	2434744	2PREP
Registration Number:	2415383	RAPIDASSESS

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: Robyn Rahbar, Esq.

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Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

509265/0967

NAME OF SUBMITTER:

Kimberly Solomon

Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of April 27, 2004 is made by Sylvan Learning, Inc., a Delaware corporation (the "Obligor"), in favor of JPMorgan Chase Bank, as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders") parties to the Credit Agreement, dated as of April 27, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Educate Operating Company, LLC, a Delaware limited liability company and the parent of Obligor (the "Borrower"), the Lenders, Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Documentation Agent, and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans (as defined in the Credit Agreement) and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Educate, Inc., a Delaware corporation and parent of the Borrower, the Borrower, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of April 27, 2004, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has 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 the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Administrative Agent and the Secured Parties, 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 provided by reference the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in the Trademarks, now owned or at any time hereafter acquired by such Obligor or in which such Obligor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Obligor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral 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 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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.

SYLVAN LEARNING, INC.

By: KESW
Name: KEVIN E. SWAFFER
Title: TREASURER / SECRETARY

JPMORGAN CHASE BANK,
as Administrative Agent

By: _____
Name:
Title:

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.

SYLVAN LEARNING, INC.

By: _____
Name:
Title:

JPMORGAN CHASE BANK,
as Administrative Agent

By: Kathryn A. Duncan
Name: KATHRYN A. DUNCAN
Title: VICE PRESIDENT

SCHEDULE A

U.S. Trademarks Registrations and Applications

Sylvan Learning, Inc. is the record owner of the following trademarks:

Sylvan Division	Mark:	Country:	App. No.	App. Date	Reg. Date:	Reg. No.	Current Status:
Corporate	Academic Inroads	U.S.	76/583,816	03/29/04			Pending
Corporate	Ace It	U.S.	76/583817	03/29/04			Pending
Corporate	Achievement Zone	U.S.	76/583,819	03/29/04			Pending
Corporate	Discover... Explore... Invent!	U.S.	75/302250	06/02/97	02/02/99	2,221,236	Registered
Corporate	Miscellaneous Design (Johnny "Child in White")	U.S.	73/495514	08/20/84	04/16/85	1,331,327	Registered
Corporate	Miscellaneous Design of Child Reading (Johnny)	U.S.	75/015001	11/06/95	09/11/01	2,487,732	Registered
Corporate	Sylvan	U.S.	73/578943	01/22/86	09/23/86	1,410,891	Registered
Corporate	Sylvan Learning Systems	U.S.	74/155607	04/9/91	08/03/93	1,786,045	Registered
Ventures	Sylvan Ventures	U.S.	76/167599	11/16/00	07/02/02	2,587,735	Registered
Ventures	Sylvan Ventures and Design	U.S.	76/167587	11/16/00	07/29/03	2,743,151	Registered
esylvan	Log on. Learn	U.S.	76/135351	09/26/00			Pending
esylvan	Log on. Learn	U.S.	75/981802	09/26/00	10/21/03	2,774,355	Registered
Learning Center	Advanced Youth Scholar Program	U.S.	75/731574	06/16/99	05/21/02	2,572,252	Registered
Learning Center	Better Grades Are Just the Beginning	U.S.	74/576092	09/20/94	11/18/97	2,113,260	Registered
Learning Center	Ivy West	U.S.	74/466354	12/03/93	07/18/95	1,906,024	Registered
Learning Center	Success Is Learned	U.S.	75/775862	08/12/99	11/06/01	2,503,489	Registered
Learning Center	Successful Student	U.S.	75/283426	04/29/97	02/03/98	2,134,672	Registered
Learning Center	Sylvan at College	U.S.	75/716478	05/27/99	05/23/00	2,377,243	Registered
Learning Center	Sylvan at School	U.S.	75/716476	05/27/99	09/05/00	2,382,813	Registered
Learning Center	Sylvan Clear Writing	U.S.	73/745303	08/11/88	03/28/89	1,532,383	Registered
Learning Center	Sylvan Learning Center	U.S.	73/496345	08/24/84	04/09/85	1,330,154	Registered
Learning Center	Sylvan Learning Center w/"Child in Dark" design	U.S.	73/453587	11/21/83	10/30/84	1,303,186	Registered
Learning Center	Sylvan Skills Assessment	U.S.	75/125216	06/25/96	05/12/98	2,156,097	Registered
Learning Center	Sylvan Study Power	U.S.	74/252356	03/05/92	12/21/93	1,812,607	Registered
Learning Center	Learning Feels Good	U.S.	76/307961	08/31/01	05/6/03	2,714,425	Registered
Learning Center	MATH ESSENTIALS	U.S.	76/282,116	07/9/01	8/5/03	2,748,188	Registered

Sylvan Division	Mark:	Country:	App. No.	App. Date	Reg. Date:	Reg. No.	Current Status:
Learning Center	Sylvan Advantage	U.S.	76/307,960	08/31/01	5/13/03	2,716,440	Registered
Learning Center	Sylvan Learning Centers	U.S.	76/096,586				Pending
Learning Foundation	Book Adventure	U.S.	75/518676	07/14/98	03/26/02	2,553,024	Registered
Learning Foundation	Rex Reader - DESIGN ONLY	U.S.	76/160992	11/07/00	09/10/02	2,616,898	Registered
Sylvan Education Solutions	Sylvan at Work	U.S.	74/420753	08/05/93	05/10/94	1,835,776	Registered
Sylvan Education Solutions	ACHIEVEENGLISH	U.S.	76/471267	11/18/02			Pending
Sylvan Education Solutions	ACHIEVEMATH	U.S.	76/471250	11/18/02			Pending
Sylvan Education Solutions	ACHIEVEREADING	U.S.	76/471,470	11/18/02			Abandoned
Sylvan Education Solutions	Career Starters	U.S.	76/112625	08/18/00	10/22/02	2,638,273	Registered
Sylvan Education Solutions	EARLYLEARNERS	U.S.	76/471294	11/18/02			Pending
Sylvan Education Solutions	SOLUTIONSPUS	U.S.	76/471268	11/18/02			Pending
Sylvan Education Solutions	ESYLVAN	U.S.	75/866433	12/07/99	03/12/02	2,548,111	Registered
Sylvan Education Solutions	ESYLVAN.COM	U.S.	75/866434	12/07/99	10/01/02	2,628,760	Registered
Learning Foundation	Bailey Bookmark DESIGN ONLY	U.S.	76/160989	11/07/00	09/10/02	2,616,897	Registered
Learning Foundation	Rex Reader (word mark)	U.S.	76/078467	06/27/00			Abandoned
Corporate	Johnny Reader Logo	U.S.	76/149,634	10/18/00			Pending
Sylvan Education Solutions	2PREP	U.S.	75/756580	07/21/99	03/13/01	2,434,744	Registered
Sylvan Education Solutions	RAPIDASSESS	U.S.	75/754714	07/21/99	12/26/00	2,415,383	Registered