

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Catapult Learning, LLC	Sylvan Education Solutions, LLC	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: 9		
Property Type	Number	Word Mark
Registration Number:	2702634	PROGRESSUS
Serial Number:	76571505	PROGRESSUS
Serial Number:	76571506	PROGRESSUS THERAPY, INC.
Serial Number:	76571507	PROGRESSUS
Serial Number:	76578888	EDUCATION STATION
Serial Number:	76578637	BELLWETHER LEARNING
Serial Number:	76578636	CATAPULT LEARNING
Serial Number:	76584563	CATAPULT LEARNING
Serial Number:	76584562	

CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 455-2254
Email:	KSolomon@stblaw.com
Correspondent Name:	Robyn Rahbar, Esq.
Address Line 1:	Simpson Thacher & Bartlett LLP

OP \$240.00 2702634

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: 5
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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 Catapult Learning, LLC, f/k/a Sylvan Education Solutions, LLC, 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.

WITNESSETH:

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.

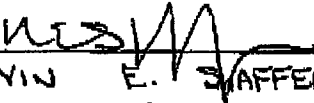
SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the 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.

CATAPULT LEARNING, LLC
f/k/a Sylvan Education Solutions, LLC

By: 
Name: KEVIN E. STAFFER
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.

CATAPULT LEARNING, LLC
f/k/a Sylvan Education Solutions, LLC

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

Catapult Learning, LLC f/k/a Sylvan Education Solutions, LLC is the record owner of the following trademarks:

Sylvan Division	Mark	Country	App. No.	App. Date	Reg. Date	Reg. No.	Current Status
Progressus Therapy, Inc.	Progressus	U.S.	78/080959		08/24/01	2,702,634	Registered
Progressus Therapy, Inc.	Progressus (additional uses)	U.S.	76/571505	01/21/04			Pending
Progressus Therapy, Inc.	Progressus Therapy, Inc.	U.S.	76/571506	01/21/04			Pending
Progressus Therapy, Inc.	(sun logo)	U.S.	76/571507	01/21/04			Pending
Sylvan Education Solutions	Education Station	U.S.	76/578888	03/03/04			Pending
Sylvan Education Solutions	Bellwether Learning	U.S.	76/578637	03/01/04			Pending
Sylvan Education Solutions	Catapult Learning	U.S.	76/578636	03/01/04			Pending
Sylvan Education Solutions	Catapult (hand and apple logo) Learning	U.S.	76/584563	04/02/04			Pending
Sylvan Education Solutions	(hand and apple logo)	U.S.	76/584562	04/02/04			Pending