04-12-2004

Form PTO-1594
(Rev 6-93)

4/7/04

REC 102718615
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office

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

APR 07 2004 PATENT & TRADEMARK OFFICE JC76

1. Name of conveying party(ies):

COMPASSLEARNING, INC.

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: March 29, 2004

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

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

Street Address: 101 N. Tryon Street, 15th Floor

City: Charlotte State: NC ZIP: 28255

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): SEE SCHEDULE IV SUPPLEMENT
If this document is being filed together with a new application, the execution date of the application is

A. Trademark Application No.(s) SEE SCHEDULE IV SUPPLEMENT

B. Trademark No.(s) SEE SCHEDULE IV SUPPLEMENT

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 Rowe & Maw LLP

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 45

7. Total fee (37 CFR 3.41): $ 1,140.00

* Enclosed (Check No. 3028)

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 — Name of Person Signing
RSR II — Signature
April 7, 2004 — Date

Total number of pages comprising cover sheet and document attachments: 13

04/09/2004 ECOOPER 00000107 829284
01 FC:8521 40.00 OP
02 FC:8522 1100.00 OP

Item A. Trademarks

Australia

Mark	Serial No.	Date	® Number	Date	Other	Status
CompassLearning	829284	3/27/00				Pending
CompassLearning & Design	829282	3/27/00				Pending

Brunei

Mark	Serial No.	Date	® Number	Date	Other	Status
CompassLearning	33473	9/23/00				Pending
CompassLearning	334743	9/23/00				Pending
CompassLearning	31621	4/26/00				Pending
CompassLearning & Design	31623	4/26/00				Pending
CompassLearning & Design	33482	9/23/00				Pending
Miscellaneous Design	33481	9/23/00				Pending
Miscellaneous Design	31622	4/26/00				Pending
Miscellaneous Design	33481	9/23/00				Pending

Canada

Mark	Serial No.	Date	® Number	Date	Other	Status
CompassLearning	1052290	3/24/00				Pending
CompassLearning & Design	1052288	3/24/00				Pending
Miscellaneous Design	1052288	3/24/00				Pending

Indonesia

Mark	Serial No.	Date	® Number	Date	Other	Status
CompassLearning	DOO27719	11/20/00	491462	9/27/01		Registered
CompassLearning	JOO27715	11/20/00	491458	9/27/01		Registered
CompassLearning	DOO27720	11/20/00	491463	9/27/01		Registered

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SCHEDULE IV SUPPLEMENT

Mark	Serial No.	Date	® Number	Date	Other	Status
CompassLearning & Design	DOO1632 2	7/24/00	482072	7/5/01		Registered
CompassLearning & Design	DOO1632 3	7/24/00	482073	7/24/00		Registered
CompassLearning & Design	DOO1632 4	7/24/00	482074	7/5/01		Registered
Miscellaneous Design	DOO2771 7	11/20/00	491460	9/27/01		Registered
Miscellaneous Design	JOO27716	11/20/00	491459	9/27/01		Registered
Miscellaneous Design	DOO2771 8	11/20/00	491461	9/27/01		Registered

Ireland

Mark	Serial No.	Date	® Number	Date	Other	Status
CompassLearning	200001224	4/5/00	221017	4/5/00		Registered
CompassLearning & Design	200001226	4/5/00	218783	4/5/00		Registered
Miscellaneous Design	200001225	4/5/00				Pending

Malaysia

Mark	Serial No.	Date	® Number	Date	Other	Status
CompassLearning	200004815					Pending
CompassLearning	00/04816	4/12/00				Pending
CompassLearning & Design	00/04819	4/12/00				Pending
CompassLearning & Design	200004822	4/19/00				Pending
CompassLearning & Design	20004818	4/19/00				Pending
Miscellaneous Design	200004820	4/19/00				Pending
Miscellaneous Design	200004821	4/19/00				Pending
Miscellaneous Design	200004823	4/19/00				Pending

Mexico

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SCHEDULE IV SUPPLEMENT

Mark	Serial No.	Date	® Number	Date	Other	Status
CompassLearning & Design	479166	4/3/01	738047	3/14/02		Registered
CompassLearning & Design	479164	4/3/01	738045	3/14/02		Registered
CompassLearning & Design	479165	4/3/01	738046	3/14/02		Registered

Singapore

Mark	Serial No.	Date	® Number	Date	Other	Status
CompassLearning	T0005239J	3/30/00	T0005239J	3/30/00		Registered
CompassLearning	5240/00	3/30/00	T0005240D	3/30/00		Registered
CompassLearning	5241/00	3/30/00	T0005241B	3/30/00		Registered
CompassLearning & Design	5242/00	3/30/00	05242J	3/30/00		Registered
CompassLearning & Design	5234/00	3/30/00	05243I	3/30/00		Registered
CompassLearning& Design	T0005244G	3/30/00	T0005244G	3/30/00		Registered
Miscellaneous Design	5236/00	3/30/00	T0005236F	3/30/00		Registered
Miscellaneous Design	5237/00	3/30/00	T0005238B	3/30/00		Registered
Miscellaneous Design	5237/00	3/30/00	T00052	3/30/00		Registered

United Kingdom

Mark	Serial No.	Date	® Number	Date	Other	Status
CompassLearning	2227354	3/28/00				Pending
CompassLearning & Design	2227451	3/28/00				Pending
Miscellaneous Design	2227452	3/28/00	227452	3/28/00		Registered

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United States

Mark	Serial No.	Date	® Number	Date	Other	Status
Assessment Designer	75/633167	2/2/99	2495147	10/2/01	RN 10/02/07 RN 10/02/11	Registered
Better Technology for Improved Student Achievement	78/314669	10/16/03				Pending
Better Technology for Improved Student Achievement	78/314674	10/16/03				Pending
Better Technology for Improved Student Achievement	78/314666	10/16/03				Pending
Brain Buzzers	78/161958	9/9/03				Pending
Bridgenet	76/334593	11/05/01	2715196	5/13/03	RN 05/13/09 RN 05/13/13	Registered
Classroom Essentials	75/459879	3/31/98	2240746	4/20/99	RN 04/20/05 RN 04/20/09	Registered
Compass	75/439993	9/24/93	2053034	4/15/97	RN 04/15/07	Registered
Compass Virtual Classroom	75/668976	3/26/99	2550448	3/19/02	RN 03/19/08 RN 03/19/12	Registered
CompassLearning	75/907193	2/1/00	2654747	11/26/02	RN 11/26/08 RN 11/26/12	Registered
CompassLearning	75/907685	2/1/00	2636212	10/15/02	RN 10/15/08 RN 10/15/12	Registered
CompassLearning	75/907689	2/1/00	2656902	12/3/02	RN 12/03/08 RN 12/03/12	Registered
CompassLearning & Design	75/907235	2/1/00	2592385	7/9/02	RN 07/09/08 RN 07/09/12	Registered
CompassLearning & Design	75/907796	2/1/00	2586070	6/25/02	RN 06/25/08 RN 06/25/12	Registered
CompassLearning & Design	75/907593	2/1/00	2640277	10/22/02	RN 10/22/08 RN 10/22/12	Registered
CompassLearning Explorer	76/351666	12/21/01	2765262	9/16/03	RN 09/16/09 RN 09/16/13	Registered
CompassLearning Explorer	76/351668	12/21/01	2782733	11/11/03	RN 11/11/09 RN 11/11/13	Registered

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United States

Mark	Serial No.	Date	® Number	Date	Other	Status
CompassLearning Explorer	76/352482	12/21/01	2780326	11/4/03	RN 11/04/09 RN 11/04/13	Registered
CompassLearning Odyssey	76/351638	12/21/01	2728031	6/17/03	RN 06/17/09 RN 06/17/13	Registered
CompassLearning Odyssey	76/351637	12/21/01	2725691	6/10/03	RN 06/10/09 RN 06/10/13	Registered
CompassLearning Odyssey	76/352672	12/21/01	2800981	12/30/03	RN 12/30/09 RN 12/30/13	Registered
Compass- Worldware	75/173299	9/27/96	2229384	3/2/99	RN 03/02/05 RN 03/02/09	Registered
C-PAS	75/907091	2/1/00	2530573	1/15/02	RN 01/15/08 RN 01/15/12	Registered
Crescent Logo	76/373005	2/19/02				Allowed
Crescent Logo	76/373003	2/19/02				Allowed
Crescent Logo	76/373001	2/19/02				Published
Cuetos de Coqui	74/592365	10/31/94	1923500	10/3/95	RN 10/03/05	Registered
Design of Boy with Wagon	73/563285	10/15/85	1396585	6/10/86	RN 06/10/06	Registered
Hartley and Design	74/257129	3/19/92	1765662	4/20/93	RN 04/20/13	Registered
Miscellaneous Design	75/907686	2/1/00	2592387	7/9/02	RN 07/09/08 RN 07/09/12	Registered
Miscellaneous Design	75/907687	2/1/00	2663822	12/17/02	RN 12/17/08 RN 12/17/12	Registered
Miscellaneous Design	75/907422	2/1/00	2579671	6/11/02	RN 06/11/08 RN 06/11/12	Registered
Storybook Maker	74/709283	8/1/95	2108138	10/28/97	RN 10/28/07	Registered
Sweep Logo	76/373000	2/19/02				Allowed
Sweep Logo	76/373002	2/19/02				Allowed
Sweep Logo	76/373004	2/19/02				Allowed
Teachnet	75/169818	9/23/96	2303134	12/28/99	RN 12/28/05 RN 12/28/09	Registered
Tomorrows Promise	75/236856	2/5/97	2219515	1/19/99	RN 01/19/05 RN 01/19/09	Registered

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SCHEDULE IV SUPPLEMENT

United States

Mark	Serial No.	Date	® Number	Date	Other	Status
Ufonic	73/463455	7/31/84	1332979	4/30/85	RN 04/30/05	Registered
Words on Wings	74/709329	7/31/95	2042802	3/11/97	RN 03/11/07	Registered
Assessment Designer	76/633,157	2/2/99	2,495,147	10/02/01		Registered
IL Design	73/526,796	3/25/95	1,368,933	11/5/95	RN 11/5/05	Registered
Interpretools	75/180,100	10/11/96	2,198,904	10/20/96	AU 10/20/04	Registered
WorldWare	75/526,634	7/28/99	2,294,287			Pending

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Item B. Trademark Licenses

None.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 29, 2004, is made between COMPASSLEARNING, INC., 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, in connection with the Credit Agreement, dated as of November 17, 1999 (as amended by Amendment No. 1, dated as of July 15, 2002, as amended and restated pursuant to Amendment No. 2, dated as of March 29, 2004, and 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 CompassLearning, Inc., a Delaware corporation ("CLI" and, together with WRC, the "Borrowers"), WRC Media Inc., a Delaware corporation and parent of the Borrowers ("Holdings"), as a guarantor, the various financial institutions as are or may become parties thereto (collectively, the "Lenders"), Credit Suisse First Boston, acting through its Cayman Islands branch, as the Syndication Agent (in such capacity, the "Syndication Agent"), the Lead Arranger and the Sole Book Running Manager, General Electric Capital Corporation, as the documentation agent (in such capacity, the "Documentation Agent"), and the Administrative Agent, the Borrowers have executed and delivered an Amended and Restated Security and Pledge Agreement, dated as of March 29, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security and Pledge Agreement");

WHEREAS, pursuant to the Security and Pledge 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 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 maintain and continue to make Credit Extensions 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:

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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

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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 Administrative Agent's 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.

COMPASSLEARNING, INC.

By: _____
Name: Charles L. Laurey
Title: Secretary

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

By _____
Name:
Title:

1720351

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.

COMPASSLEARNING, INC.

By:_____
Name: Charles L. Laurey
Title: Secretary

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

By: Bob Klawinski
Name: Bob Klawinski
Title: Managing Director

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