

04-12-2004



Form PTO-1594

(Rev 6-93)

4/7/04

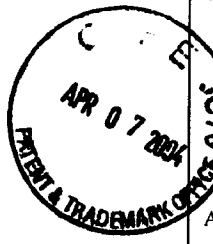
RECC

TRADEMARK 102718614

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.



<p>1. Name of conveying party(ies):</p> <p>WEEKLY READER CORPORATION</p> <p>Individual(s) Association General Partnership Limited Partnership Corporations Other _____</p> <p>Additional name(s) of conveying party(ies) attached? Yes No _____</p> <p>3. Nature of conveyance:</p> <p>Assignment Merger</p> <p>* Security Agreement Change of Name</p> <p>Other _____</p> <p>Execution Date: <u>March 29, 2004</u></p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>BANK OF AMERICA, N.A., as administrative agent</u></p> <p>Street Address: <u>101 N. Tryon Street, 15th Floor</u></p> <p>City: <u>Charlotte</u> State: <u>NC</u> ZIP: <u>28255</u></p> <p>Country: _____</p> <p>Individual(s) citizenship _____ Association _____ General Partnership _____ Limited Partnership _____ Corporation _____</p> <p>* Other <u>bank, financial institution</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No</p> <p>(Designations must be a separate document from assignment)</p> <p>Additional name(s) & Address(es) attached? Yes * No</p>
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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
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Additional numbers attached * Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Robert E. Rude II</u> Internal Address: <u>Mayer Brown Rowe & Maw LLP</u></p> <p>Street Address: <u>1909 K Street, NW</u> City: <u>Washington</u> State: <u>DC</u> ZIP: <u>20006</u></p>	<p>6. Total number of applications and trademarks involved: <u>20</u></p> <p>7. Total fee (37 CFR 3.41): <u>\$ 515.00</u></p> <p>* Enclosed (Check No. 3025)</p> <p>Authorized to be charged to deposit account _____</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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: 8

04/09/2004 ECOOPER 00000108 78361189

01 FC:8521
02 FC:8522

40.00 OP
475.00 OP

TRADEMARK
REEL: 002946 FRAME: 0184

Item A. TrademarksRegistered Trademarks

Country	Mark	Classes	App. #	App. Date	Reg. #	Reg. Date	Status
United States	Daily Reader	16	78/361189	2/2/04			Pending
United States	Geospin	16	75/843455	10/8/99	2488848	9/11/01	Registered
United States	Geospin and Design	16	75/843455				Pending
United States	Get Smart about Drugs	16	76/208051	2/9/01	2772162	10/7/03	Registered
United States	Inspire the Future	16	78/215856	2/18/03			Pending
United States	Inspire the Future	41	78/215859	2/18/03			Published
United States	Promote the Vote	16	78/291838	8/25/03			Pending
United States	Sciencespin	16	78/843454	10/8/99	2486847	9/11/01	Registered
United States	Sciencespin & Design	16	75/843454				Pending
United States	The Voice of America's Children	16	78/161967	9/9/02			Pending
United States	The Voice of America's Students	16	78/165416	9/18/02			Pending
United States	The Weekly Reader Book Club	16	76/442457	8/16/02			Published
United States	WR Toolkit	42	76/385375	3/21/02	2746383	8/5/03	Registered
United States	WR Toolkit Logo	42	76/408358	5/15/02	2795800	12/16/03	Registered
United States	Banana Monkey's	16	75/611855	12/24/98			Filed
United States	Buddy Bear's	42	75/618671	1/11/99			Filed
United States	Career World	16			955803	3/20/73	Registered
United States	The Largest Newspaper for Kids in the World!	16	75/611854	12/24/98	2310082	1/18/00	Registered
United States	The Weekly Reader Teacher	16	75/611852	12/24/98	2298288	12/7/99	Registered
United States	Weekly Reader News for Kids	16	75/611853	12/24/98	2300051	12/14/99	Registered
United States	Weekly Reader Summer Magazine	16	75/719300	6/2/99	2336072	3/28/00	Registered

Item B. Trademark Licenses

None.

[[NYCC-RP-2361817v1:4775B-02/25/04--10:20 a]]

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 29, 2004, is made between WEEKLY READER CORPORATION, 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;

WITNESSETH:

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:

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 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.

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.

WEEKLY READER CORPORATION

By: _____

Name: Charles L. Laurey

Title: Secretary

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

By _____

Name:

Title:

17703569

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.

WEEKLY READER CORPORATION

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

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

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

17203569