

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
Nusil Technology LLC		06/13/2005	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The Royal Bank of Scotland plc, as First Lien Collateral Agent		
Street Address:	101 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10178		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2464950	VERSASIL3	
Registration Number:	2570589	NUSIL	
Registration Number:	2772992	LIGHTSPAN	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
NAME OF SUBMITTER:	Rhonda DeLeon		
Signature:	/Rhonda DeLeon/		

OP \$90.00 2464950

Date:

06/16/2005

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 13, 2005 is entered into by NUSIL TECHNOLOGY LLC, a Delaware limited liability company, (the "Grantor") and The Royal Bank of Scotland plc, as First Lien Collateral Agent for the Secured Parties (the "First Lien Collateral Agent").

Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement, dated as of June 13, 2005, among the Grantor, certain affiliates of the Grantor and the Secured Parties (the "Security Agreement").

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

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 First Lien Collateral Agent hereby agree as follows:

(i) Grant of Security Interest

(a) Grantor hereby grants to the First Lien Collateral Agent, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the First Lien Collateral Agent under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in 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.

(ii) 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 pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

(iii) Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND

ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the First Lien Collateral Agent and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the First Lien Collateral Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.


(v) Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the First Lien Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

NUSIL TECHNOLOGY LLC

By: 
Name:
Title:

THE ROYAL BANK OF SCOTLAND PLC, as First Lien Collateral Agent

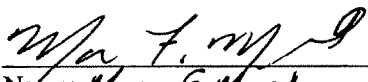
By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor and the First Lien Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

NUSIL TECHNOLOGY LLC

By: _____
Name:
Title:

THE ROYAL BANK OF SCOTLAND PLC, as First
Lien Collateral Agent

By: 
Name: Maria F. Merril
Title: Managing Director

[Signature page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 003106 FRAME: 0709

TRADEMARK SECURITY AGREEMENT

U.S. REGISTERED TRADEMARKS

<u>MARK</u>	<u>SER. NO.</u>	<u>APP. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>OWNER</u>
VERSASIL3	75/674,209	04/05/1999	2,464,950	07/03/2001	NuSil Technology LLC
NUSIL	75/674,237	04/05/1999	2,570,589	05/21/2002	NuSil Technology LLC
LIGHTSPAN	76/240,412	04/14/2001	2,772,992	10/14/2003	NuSil Technology LLC