

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nusil Technology LLC		06/13/2005	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Royal Bank of Scotland Plc, as Second Lien Collateral Agent		
<b>Street Address:</b>	101 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10178		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2464950	VERSASIL3	
Registration Number:	2570589	NUSIL	
Registration Number:	2772992	LIGHTSPAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive		
<b>Address Line 2:</b>	Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>Signature:</b>	/Rhonda DeLeon/		

OP \$90.00 2464950

Date:

06/16/2005

**Total Attachments: 5**

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**SECOND LIEN TRADEMARK SECURITY AGREEMENT**

This SECOND LIEN 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 Second Lien Collateral Agent for the Secured Parties (the "Second Lien Collateral Agent").

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

WHEREAS, pursuant to the Second Lien Security Agreement, Grantor is granting a security interest to the Second Lien Collateral Agent 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");

WHEREAS, as of the date hereof, Grantor has also entered into that certain Pledge and Security Agreement (the "First Lien Security Agreement"), dated as of the date hereof, among the Grantor, certain affiliates of the Grantor and THE ROYAL BANK OF SCOTLAND PLC, as First Lien Collateral Agent (the "First Lien Collateral Agent"), pursuant to which the Grantor has granted a first priority security interest to the First Lien Collateral Agent in the Secured Trademarks; and

WHEREAS, as of the date hereof, the Grantor, certain affiliates of the Grantor, the First Lien Collateral Agent and the Second Lien Collateral Agent have entered into an Intercreditor Agreement, dated as of the date hereof (the "Intercreditor Agreement").

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 Second Lien Collateral Agent hereby agree as follows:

(i) Grant of Security Interest

(a) Grantor hereby grants to the Second 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 Second Lien Security Agreement and the Intercreditor Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Second Lien Collateral Agent under the Second Lien 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 Second Lien Security Agreement, subject to the Intercreditor Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Second Lien Security Agreement, the terms of the Second Lien Security Agreement, subject to the Intercreditor 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 Second Lien Security Agreement, subject to the Intercreditor 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 Second Lien Collateral Agent and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Second Lien Collateral Agent given in accordance with the Second Lien Credit Agreement, assign any right, duty or obligation hereunder.

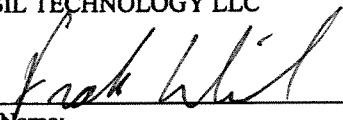
(v) Counterparts

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.

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IN WITNESS WHEREOF, the Grantor and the Second 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 Second Lien  
Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

[Signature page to Second Lien Trademark Security Agreement]

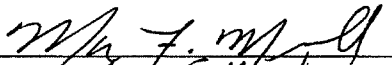
TRADEMARK  
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IN WITNESS WHEREOF, the Grantor and the Second Lien Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

NUSIL TECHNOLOGY LLC

By: \_\_\_\_\_  
Name:  
Title:

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

By:   
Name: *Maria F. McInnis*  
Title: *Managing Director*

[Signature page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 003106 FRAME: 0852**

## SECOND LIEN 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