

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	06/07/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Oakstone Publishing LLC		06/07/2005	LTD LIAB JT ST CO:

RECEIVING PARTY DATA

Name:	The Bank of New York, as Collateral Trustee
Street Address:	One Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	Banking Association:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2177834	THE NATIONAL CENTER FOR ADVANCED MEDICAL EDUCATION
Registration Number:	2945593	CMEINFO.COM
Registration Number:	2212054	CMEVIDEO
Registration Number:	2220663	SOUNDCME

CORRESPONDENCE DATA

Fax Number: (212)238-3100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-238-3037
 Email: jtelesford@emmetmarvin.com
 Correspondent Name: Elizabeth M. Clark, Esq.
 Address Line 1: Emmet, Marvin & Martin, LLP
 Address Line 2: 120 Broadway
 Address Line 4: New York, NEW YORK 10271

OP \$115.00 2177834

NAME OF SUBMITTER:	Janelle Telesford
Signature:	/Janelle Telesford/
Date:	09/13/2005

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 7, 2005, by Oakstone Publishing LLC (“Grantor”), in favor of The Bank of New York, as Collateral Trustee, for the benefit of the holders of the Priority Lien Obligations (as defined in the Collateral Trust Agreement).

WITNESSETH:

WHEREAS, reference is made to that certain Collateral Trust Agreement, dated as of August 20, 2003 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified from time to time (the “Collateral Trust Agreement”), among Hights Cross Operating Company, a Delaware corporation (the “Borrower”), Hights Cross Communications, Inc., a Delaware corporation, Sundance/Newbridge Educational Publishing, LLC, a Delaware limited liability company, Triumph Learning, LLC, a Delaware limited liability company, Recorded Books, LLC, a Delaware limited liability company, WF Howes Limited, a company incorporated in England and Wales, Oakstone Publishing LLC, a Delaware limited liability company, Chelsea House Publishers, LLC, a Delaware limited liability company, The Coriolis Group, LLC, a Delaware limited liability company, Options Publishing, LLC, a Delaware limited liability company, and The Bank of New York, as Collateral Trustee, The Bank of New York, as Revolver Administrative Agent and Bear Stearns Corporate Lending Inc., as Term Loan Administrative Agent.

Grantor is required to execute and deliver to the Collateral Trustee for the benefit of the holders of the Priority Lien Obligations (as defined in the Collateral Trust Agreement), this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Trust Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.
 - (a) Grantor hereby grants to the Collateral Trustee, for the benefit of the holders of the Priority Lien Obligations, a security interest and continuing lien on all of Grantor’s right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “Trademark Collateral”):
 - (i) all United States, state and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, Internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the right to use names, likenesses and

biographical data, all registrations and applications for any of the foregoing including, but not limited to, the registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time);

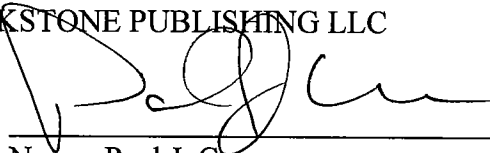
- (ii) the goodwill of the business symbolized by the foregoing, the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill;
 - (iii) all proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit;
 - (iv) any and all agreements granting any right in, to or under Trademarks to which Grantor is a party (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time); and
 - (v) to the extent not otherwise included above, all proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.
- (b) Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest granted herein attach to any of the following (collectively, the “Excluded Assets”) and such Excluded Assets shall not be deemed Trademark Collateral for purposes of this Agreement: any lease, license, contract, property rights or agreement to which the Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of the Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity; *provided, however*, that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above.
3. COLLATERAL TRUST AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Trustee, for the benefit of the holders of Priority Lien Obligations, on behalf of itself and the other Secured Parties, pursuant to the Collateral Trust Agreement. Grantor

hereby acknowledges and affirms that the rights and remedies of Collateral Trustee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Trust Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

OAKSTONE PUBLISHING LLC

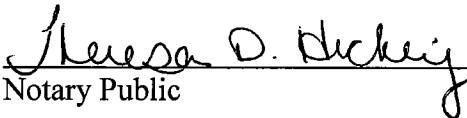
By: 
Name: Paul J. Crecca
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
) ss.:
COUNTY OF Westchester)

On this 7th day of June, 2005 before me personally appeared Paul J. Crecca, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its members and that he acknowledged said instrument to be the free act and deed of said limited liability company.

THERESA D. HICKEY
Notary Public, State of New York
No. 01HI6112427
{seal} **Qualified in Westchester County**
Commission Expires July 6, 2008

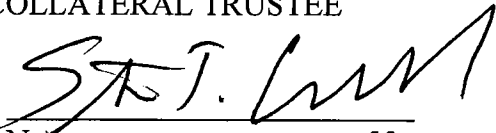

Notary Public

[SIGNATURES CONTINUED ON NEXT PAGE]

ACCEPTED AND ACKNOWLEDGED BY:

THE BANK OF NEW YORK,
AS COLLATERAL TRUSTEE

By:



Name: Steven J. Correll

Title: Vice President

SCHEDULE I

Company Patents, Company Marks and Company Copyrights

Trademarks:

THE NATIONAL CENTER FOR ADVANCED MEDICAL EDUCATION (and Design)

Registration No. 2,177,834

Registration Date: August 4, 1998

Renewal Date: August 4, 2008

Description: Arranging and conducting medical education conferences

CMEINFO.COM

Registration No. 2,945,593

Registration Date: May 3, 2005

Renewal Date: May 3, 2015

Description: Pre-recorded audio and video in the field of medical education

CMEVIDEO

Registration No. 2,212,054

Registration Date: December 22, 1998

Renewal Date: December 22, 2008

Description: Pre-recorded videotapes featuring medical information

SOUNDCME

Registration No. 2,220,663

Registration Date: January 26, 1999

Renewal Date: January 26, 2009

Description: Pre-recorded audiotapes of medical education information

CME VIDEO (and Design)

Canadian Registration No. 461,286

Registration Date: August 16, 1996

Renewal Date: August 16, 2011

Description: Video tapes of medical information

The Company pays certain copyright fees that individually are not material but in the aggregate may be deemed to be material. The copyright fees are for the use of charts, graphs and images that the Company uses in its programs. The Company generally pays publishers and other entities that own the information.