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
LIFETIME LEARNING SYSTEMS, INC.		07/22/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	THE BANK OF NEW YORK
Street Address:	600 E. LAS COLINAS BLVD.
Internal Address:	SUITE 1300
City:	IRVING
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	75168449	LIFETIME LEARNING SYSTEMS

CH $40.00 75168449

CORRESPONDENCE DATA

Fax Number: (404)602-9050
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-888-4148
Email: lvirts@hunton.com, ehamby@hunton.com
Correspondent Name: John R. Schneider
Address Line 1: 600 Peachtree Street, NE
Address Line 2: Bank of America Plaza, Suite 1400
Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	65740.4
NAME OF SUBMITTER:	John R. Schneider
Signature:	/John R. Schneider/

Date:	10/28/2005

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 22, 2005, by **LIFETIME LEARNING SYSTEMS, INC.**, a Delaware corporation ("**Grantor**"), in favor of **THE BANK OF NEW YORK**, as Collateral Agent (in such capacity, "**Agent**").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof, by and among Grantor, the other Persons signatory thereto as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "**Credit Agreement**"), the Lenders have agreed to make Loans to, and incur Letter of Credit Obligations for the benefit of, the Borrowers;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and each of the other Credit Parties shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Pledge and Security Agreement, dated of even date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises 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 Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for itself and the benefit of Lenders, a continuing First Priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or

dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Credit Agreement and the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. INTERCREDITOR AGREEMENT. The lien and security interest granted to the Agent pursuant to this Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of, in each case, pursuant to, and to the extent provided in, the Intercreditor Agreement. In the event of any conflict between the provisions of this Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall govern.

[Signature Page Follows]

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.

LIFETIME LEARNING SYSTEMS, INC.

By: _____
Name: Richard Nota
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

THE BANK OF NEW YORK, as Agent

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

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

On this 20 day of July, 2005, before me personally appeared Richard Nota, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **LIFETIME LEARNING SYSTEMS, INC.**, who being by me duly sworn did depose and say that he/she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said company.

Matthew D. Houk 7/20/05
Notary Public

[Notary Seal]

Matthew D. Houk
Notary Public - State of New York
NO.01HO6117334
Qualified in New York County
My Commission Expires October 25, 2008

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.

LIFETIME LEARNING SYSTEMS, INC.

By:_____
Name:_____
Title:_____

ACCEPTED AND ACKNOWLEDGED BY:

THE BANK OF NEW YORK, as Agent

By:_____
Name: Stephen K. O'Neal
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of July, 2005, before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **LIFETIME LEARNING SYSTEMS, INC.**, who being by me duly sworn did depose and say that he/she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said company.

_____
Notary Public

[Notary Seal]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND LICENSES

Lifetime Learning Systems, Inc.

Country	Mark	App. #	App. Dt	Reg. #	Reg. Dt	Status
United States	LIFETIME LEARNING SYSTEMS & DESIGN	75/168449	9/9/96	2147187	3/31/98	Dead