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
WEEKLY READER CORPORATION		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: 70

Property Type	Number	Word Mark
Serial Number:	78361189	DAILY READER
Serial Number:	75843455	GEOSPIN
Serial Number:	76208051	GET SMART ABOUT DRUGS
Serial Number:	78291838	PROMOTE THE VOTE
Serial Number:	75843454	SCIENCESPIN
Serial Number:	78161967	THE VOICE OF AMERICA'S CHILDREN
Serial Number:	78165416	THE VOICE OF AMERICA'S STUDENTS
Serial Number:	76385375	WR TOOLKIT
Serial Number:	76408358	WR TOOLKIT
Serial Number:	75618671	BUDDY BEAR'S
Serial Number:	72415445	CAREER WORLD
Serial Number:	71247405	CURRENT EVENTS
Serial Number:	73301738	CURRENT HEALTH

CH $1765.00 78361189

Serial Number:	71260337	CURRENT SCIENCE
Serial Number:	74147346	CURRICULUM INNOVATIONS GROUP
Serial Number:	73327843	FUNNYBUNNY
Serial Number:	75189303	GALAXY WEEKLY READER
Serial Number:	75180039	HEAR AMERICA!
Registration Number:	885075	IMAGINE AND WRITE
Serial Number:	75158987	INFOGRAPHICS
Serial Number:	73760700	KIDKIT
Serial Number:	74046859	KIDS TV
Serial Number:	72270447	KNOW YOUR WORLD
Serial Number:	72318481	MAP SKILLS FOR TODAY
Serial Number:	74006425	MAP SKILLS FOR TODAY
Serial Number:	71274625	MY WEEKLY READER
Serial Number:	75719301	MY WEEKLY READER SUMMER MAGAZINE
Serial Number:	75322190	NIP
Serial Number:	73734626	PEANUT AND JOCKO
Serial Number:	71628727	READ
Serial Number:	72309922	READ-STUDY-THINK
Serial Number:	74442122	SCIENCE MATTERS
Serial Number:	75611854	THE LARGEST NEWSPAPER FOR KIDS IN THE WORLD!
Serial Number:	75611852	THE WEEKLY READER TEACHER
Registration Number:	1503004	WEEKLY READER
Registration Number:	1519333	WEEKLY READER
Serial Number:	75584518	WEEKLY READER
Serial Number:	75158992	WEEKLY READER BIG ISSUE!
Serial Number:	75611853	WEEKLY READER NEWS FOR KIDS
Serial Number:	75572449	WORLD NEWSMAP OF THE MONTH
Serial Number:	73602177	WORLD NEWSMAP OF THE WEEK
Serial Number:	73190137	WORLD NEWSMAP OF THE WEEK
Serial Number:	74464121	WRITING PALS
Serial Number:	74087100	WRITING!
Serial Number:	73313228	WRITING!
Serial Number:	75719300	WEEKLY READER SUMMER MAGAZINE
Serial Number:	75322146	ZIP
Serial Number:	72309924	ZIP'S

Serial Number:	78374781	WR AT HOME
Serial Number:	78433893	WEEKLY WR READER
Serial Number:	78433906	WR WEEKLY READER CORPORATION
Serial Number:	78245130	BUILD YOUR CLASSROOM PROGRAM
Serial Number:	78439301	SQUIRCLE
Serial Number:	78400329	DAILY WRITER
Serial Number:	78439063	MOXY THE MONKEY
Serial Number:	78630835	MAKE-A-CENTER
Serial Number:	78402199	WEEKLY WRITER
Serial Number:	78401048	BE A DAILY READER WITH A WR WEEKLY READER TEACHER
Serial Number:	78450568	MOKO THE MONKEY
Serial Number:	78602710	WEEKLY READER TO LEADER
Serial Number:	78414085	ROUND WRITER
Serial Number:	78521183	MINGO THE MONKEY
Serial Number:	78513147	MY DAILY READER
Serial Number:	78490886	LIFETIME LEARNING SYSTEMS
Serial Number:	78433911	WR WEEKLY READER CORPORATION
Serial Number:	78433900	WEEKLY WR READER
Serial Number:	78370575	ROUND READERS
Serial Number:	78182450	THE WEEKLY READER'S COUNT DOWN TO READING
Serial Number:	76413007	ZIP'S
Serial Number:	76413006	MAP SKILLS FOR TODAY

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:	11/14/2005

Total Attachments: 9
source=WeeklyReaderTSA#page1.tif
source=WeeklyReaderTSA#page2.tif
source=WeeklyReaderTSA#page3.tif
source=WeeklyReaderTSA#page4.tif
source=WeeklyReaderTSA#page5.tif
source=WeeklyReaderTSA#page6.tif
source=WeeklyReaderTSA#page7.tif
source=WeeklyReaderTSA#page8.tif
source=WeeklyReaderTSA#page9.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 22, 2005, by **WEEKLY READER CORPORATION**, 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.

WEEKLY READER CORPORATION

By: _____
Name: Richard Nota
Title: EVP, Operations

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 **WEEKLY READER CORPORATION**, 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

TRADEMARK
REEL: 003193 FRAME: 0765

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.

WEEKLY READER CORPORATION

By:_____
Name:_____
Title:_____

ACCEPTED AND ACKNOWLEDGED BY:

THE BANK OF NEW YORK, as Agent

By: Stephen K. O'Neal
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 **WEEKLY READER CORPORATION**, 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

Weekly Reader Corporation

Country	Mark	App. #	App. Date	Reg. #	Reg. Date	Status
Canada	Career World			TMA 243218	4/18/80	Registered
Canada	Current Lifestudies			TMA 299691	2/8/85	Registered
Canada	Curriculum Innovations, Inc.			TMA 327726	5/22/87	Abandoned
Canada	My Weekly Reader			TMA 204370	1/10/75	Registered
Canada	Weekly Reader	1243210	1/11/2005	TMA 195222	11/2/73	Registered
Canada	World Newsmap of the Week			TMA 247128	6/27/80	Registered
Canada	Writing! (Stylized)			TMA 279939	6/3/83	Registered
United States	Daily Reader	78/361189	2/2/04			Pending
United States	Geospin	75/843455	10/8/99	2486848	9/11/01	Registered
United States	Get Smart about Drugs	76/208051	2/9/01	2772162	10/7/03	Registered
United States	Inspire the Future	78/215856	2/18/03			Dead/Inactive
United States	Inspire the Future	78/215859	2/18/03			Dead/Inactive
United States	Promote the Vote	78/291838	8/25/03			Allowed
United States	Sciencespin	75/843454	10/8/99	2486847	9/11/01	Registered
United States	The Voice of America's Children	78/161967	9/9/02			Pending
United States	The Voice of America's Students	78/165416	9/18/02			Pending
United States	The Weekly Reader Book Club	76/442457	8/16/02			Dead/Inactive
United States	WR Toolkit	76/385375	3/21/02	2746383	8/5/03	Registered
United States	WR Toolkit Logo	76/408358	5/15/02	2795800	12/16/03	Registered

Country	Mark	App. #	App. Date	Reg. #	Reg. Date	Status

United States	Banana Monkey's	75/611855	12/24/98			Dead/Inactive
United States	Buddy Bear's	75/618671	1/11/99			Filed
United States	Career World	72/415445		955803	3/20/73	Registered
United States	Current Events	71/247405		241416	4/24/28	Registered
United States	Current Health	73/301738		1193623	4/13/82	Registered
United States	Current Science (Stylized)	71/260337		258834	7/16/29	Registered
United States	Curriculum Innovations Group	74/147346	3/13/91	1729247	11/3/92	Registered
United States	Funnybunny	73/327843		1219949	12/14/82	Registered
United States	Galaxy Weekly Reader & Design	75/189303	10/29/96	2236381	4/6/99	Registered
United States	Hear America!	75/180039	10/10/96	2087843	8/12/97	Registered
United States	Imagine and Write	73/309923		885075	1/27/70	Registered
United States	Infographics	75/158987	8/30/96	2101274	9/30/97	Registered
United States	Kidkit & Design	73/760700		1582492	2/13/90	Registered
United States	Kids TV & Design	74/046859	4/6/90	1652023	7/23/91	Registered
United States	Know Your World	72/270447		851484	6/25/68	Registered
United States	Map Skills for Today	72/318481		879296	10/21/69	Registered
United States	Map Skills for Today	74/006425		1606402	7/17/90	Registered
United States	My Weekly Reader	71/274625		254284	3/19/29	Registered
United States	My Weekly Reader Summer Magazine	75/719301	6/2/99	2329825		Registered
United States	Nip	75/322190	7/19/97	2152626	4/21/98	Registered
United States	Peanut and Jocko	73/734626		1549117	7/25/89	Registered

Country	Mark	App. #	App. Date	Reg. #	Reg. Date	Status
United States	Pulse for Today's Middleschools & Design	74/505517	3/28/94	1945000	1/2/96	Dead/Inactive
United States	Read (Stylized)	71/628727		574960	5/26/53	Registered
United States	Read-Study-Think	72/309922		880929	11/18/69	Registered
United States	Science Matters	74/442122	9/30/93	1967619	4/16/96	Registered
United States	Science Spin	75/313516	6/23/97			Dead/Inactive
United States	The Largest Newspaper for Kids in the World!	75/611854	12/24/98	2310082	1/18/00	Registered
United States	The Weekly Reader Teacher	75/611852	12/24/98	2298286	12/7/99	Registered
United States	Weekly Reader			1503004	9/6/88	Registered
United States	Weekly Reader			1519333	1/3/89	Registered
United States	Weekly Reader	75/584518	11/6/98	2313885	2/1/2000	Registered
United States	Weekly Reader Big Issue!	75/158992	8/30/96	2077656	7/8/97	Registered
United States	Weekly Reader News for Kids	75/611853	12/24/98	2300051	12/14/99	Registered
United States	Weekly Reader Summer Magazine	75/719300	6/2/99	2336072	3/28/00	Registered
United States	World Newsmap of the Month	75/572449	10/19/98	2293793		Registered
United States	World Newsmap of the Week	73/602177		1421904	12/23/86	Registered
United States	World Newsmap of the Week	73/190137		1132464	4/1/80	Registered
United States	Writing Pals & Design	74/464121	11/30/93	1913914	8/22/95	Registered
United States	Writing!	74/087100	8/13/90	1655545	9/3/91	Registered
United States	Writing! (Stylized)	73/313228		1238958	5/17/83	Registered
United States	Young America Votes	75/179427	10/10/96	2087840	8/12/97	Dead/Inactive
Canada	Current Consumer			TMA 242690	4/11/80	Inactive

TRADEMARK
REEL: 003193 FRAME: 0769

Country	Mark	App. #	App. Date	Reg. #	Reg. Date	Status
United States	A Heart Song Novel & Design			1495789	7/12/88	Inactive
United States	A Weekly Reader Fairy Tale & Design			1500483	8/16/88	Inactive
United States	A Whiskers Book & Design			1495787	7/12/88	Inactive
United States	B.J.	75/322189	7/10/97			Inactive
United States	Challenges	74/208565	9/30/91			Inactive
United States	Current Health			1018333	8/12/75	Inactive
United States	Curriculum Innovations, Inc.			1333189	4/30/85	Inactive
United States	Eye (Stylized)			995713	10/15/74	Inactive
United States	Fun Facts & Design			1479584	3/8/88	Inactive
United States	Jelly Bean Jamboree			1042268	6/29/76	Inactive
United States	Little Sprout & Design			1515344	12/6/88	Inactive
United States	Make It Happen the Choice Is Yours			1477639	2/23/88	Inactive
United States	Newsprobe			1595351	5/8/90	Inactive
United States	Smart Start & Design			1485252	4/19/88	Inactive
United States	Tomorrow Star & Design			1479585	3/8/88	Inactive
United States	U.S. Kids & Design			1507100	10/4/88	Inactive
United States	Values and Decisions			1019377	9/2/75	Inactive
United States	Weekly Reader & Design	74/089880	8/20/90	1681978	4/7/92	Inactive
United States	Zip	75/322146	7/10/97	2152625	4/21/98	Registered
United States	Zips	72/309924		890134	4/28/70	Registered

TRADEMARK
REEL: 003193 FRAME: 0770

Mark	Ser./App. #	Filing Date	Registration #	Registration Date	Status
WR at Home	78/374,781	2/26/2004			Live/Pending
Weekly WR Reader	78/433,893	6/11/2004			Live/Pending
WR Weekly Reader Corporation	78/433,906	6/11/2004			Live/Pending
Build Your Classroom Program	78/245,130	5/2/2003			Live/Pending
Squircle	78/439,301	6/22/2004			Live/Pending
Daily Writer	78/400,329	4/12/2004			Live/Pending
Moxy the Monkey	78/439,063	6/22/2004			Live/Pending
Make-A-Center	78/630,835	5/16/2005			Live/Pending
Weekly Writer	78/402,199	4/15/2004			Live/Pending
Be A Daily Reader With A WR Weekly Reader Teacher	78/401,048	4/13/2004			Live/Pending
Moko the Monkey	78/450,568	7/14/2004			Live/Pending
Weekly Reader to Leader	78/602,710	4/6/2005			Live/Pending
Round Writer	78/414,085	5/6/2004			Live/Pending
Mingo the Monkey	78/521,183	11/22/2004			Live/Pending
My Daily Reader	78/513,147	11/8/2004			Live/Pending
Lifetime Learning Systems	78/490,886	9/28/2004			Live/Pending
WR Weekly Reader Corporation	78/433,911	6/11/2004			Live/Pending
Weekly WR Reader	78/433,900	6/11/2004			Live/Pending
Round Readers	78/370,575	2/19/2004			Live/Pending
TheWeekly Reader's Countdown to Reading	78/182,450	11/6/2002			Live/Pending
Zip's	76/413,007	5/29/2002	2,822,240	3/16/2004	Live/Registered
Map Skills for Today	76/413,006	5/29/2002	2,752,270	8/19/2003	Live/Registered