

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
National Archive Publishing Company		10/28/2005	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	ACP-I, L.P.
Street Address:	10 1/2 East Washington Street
City:	Chagrin Falls
State/Country:	OHIO
Postal Code:	44022
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2600268	UTOPIA FOR THE MIND
Registration Number:	2700899	XANEDU
Registration Number:	2943369	XANEDU
Registration Number:	2698286	XANEDU
Registration Number:	2941154	XANEDU
Registration Number:	2678693	

CORRESPONDENCE DATA

Fax Number: (317)231-7433
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3172311313
 Email: mfrisby@btlaw.com
 Correspondent Name: Mary Jane Frisby
 Address Line 1: 11 South Meridian Street
 Address Line 4: Indianapolis, INDIANA 46204

CH \$165.00 2600268

ATTORNEY DOCKET NUMBER:	39326-3
NAME OF SUBMITTER:	Mary Jane Frisby
Signature:	/mjf/
Date:	11/18/2005

Total Attachments: 12
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TRADEMARK SECURITY AGREEMENT

SUBORDINATION: This Trademark Security Agreement, and the rights and remedies of ACP-I hereunder, are subject and subordinate to a trademark security agreement of even date executed by Debtor in favor of National City Bank of Indiana, whose address is 310 West McKinley Avenue, Mishawaka, IN 46545, pursuant to the terms of a Subordination and Intercreditor Agreement of even date with this Security Agreement.

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of October 28, 2005, by and between National Archive Publishing Company, a Michigan corporation having its principal place of business at 300 North Zeeb Road, Ann Arbor, Michigan 48103 ("Grantor"), and ACP-I, L.P., a Delaware limited partnership, having an office at 10 1/2 East Washington Street, Chagrin Falls, Ohio 44022 ("ACP-I").

WITNESSETH:

WHEREAS, Grantor (in such capacity, the "Borrower") and ACP-I are parties to that certain Credit Agreement of even date herewith (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Credit Agreement"), pursuant to which ACP-I may, from time to time, make loans, advances, and other financial accommodations to or for the benefit of Grantor;

WHEREAS, Grantor and ACP-I are parties to that certain Security Agreement of even date herewith (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Security Agreement"), pursuant to which Grantor has granted a security interest in certain of its assets to ACP-I; and

WHEREAS, ACP-I has required Grantor to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the Obligations, and (ii) as a condition precedent to the making of any loans, advances and any other financial accommodations by ACP-I;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, each capitalized term used herein that is defined in the Security Agreement shall have the meaning specified for such term in the Security Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular

provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Grantor hereby GRANTS to ACP-I a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Grantor's now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and fixture infringements and dilutions thereof, (d) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (e) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 4(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 4, the Licenses shall not include any license agreement in effect as of the date hereof

which by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Section 4 shall be deemed to apply thereto automatically.

5. Restrictions on Future Agreements. Grantor will not, without ACP-I's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to ACP-I under this Agreement or the rights associated with the Trademarks or Licenses.

6. New Trademarks and Licenses. Grantor represents and warrants that, from and after the Effective Date, (a) the Trademarks listed on Schedule A include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by Grantor, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which Grantor is the licensee or licensor, except with respect to licenses granted by Grantor pursuant to Grantor's "Super Service" awards program in the ordinary course of Grantor's business (collectively, "Super Service Award Licenses") and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by Grantor to any Person other than ACP-I. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 4 above shall automatically apply thereto. Except in connection with the granting of Super Service Award Licenses, Grantor shall give to ACP-I prompt written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence after the occurrence thereof. Grantor hereby authorizes ACP-I to modify this Agreement unilaterally (i) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

7. Royalties. Grantor hereby agrees that the use by ACP-I of the Trademarks and Licenses as authorized hereunder in connection with ACP-I's exercise of its rights and remedies under paragraph 15 or pursuant to Section 16 of the Security Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from ACP-I to Grantor.

8. Right to Inspect; Further Assignments and Security Interests. ACP-I may at all reasonable times (and at any time when an Event of Default exists), upon reasonable notice to Grantor, have access to, examine, audit, make copies (at Grantor's expense) and extracts from and inspect Grantor's premises and examine Grantor's books, records and operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, ACP-I shall use reasonable efforts not to disturb unnecessarily the conduct of Grantor's ordinary business operations. From and after the occurrence of an Event of Default, Grantor agrees that ACP-I, or a conservator appointed by ACP-I, shall have the right to establish such reasonable additional product quality controls as ACP-I or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. Grantor agrees (i) not to sell or assign its respective interests in the Trademarks or the Licenses, or grant any license under the Trademarks (except for Super Service Award Licenses), without the prior and express written consent of ACP-I, (ii) to maintain the quality of such products as of the date hereof at a level sufficient to preserve any applicable Trademarks, and (iii) not to change the quality of such products in any material respect without ACP-I's prior and express written consent.

9. Nature and Continuation of ACP-I's Security Interest; Termination of ACP-I's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Obligations have been paid in full in cash and the Credit Agreement and the Security Agreement have been terminated. When this Agreement has terminated, ACP-I shall promptly execute and deliver to Grantor, at Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate ACP-I's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by ACP-I pursuant to this Agreement or the Security Agreement.

10. Duties of Grantor. Grantor shall have the duty, to the extent desirable in the normal conduct of Grantor's business, to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement. Grantor further agrees to use reasonable efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or reasonably economically desirable in the operation of Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by Grantor. ACP-I shall not have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, ACP-I shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but ACP-I may do so at its option from and after the occurrence of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Grantor and shall be added to the Obligations secured hereby.

11. ACP-I's Right to Sue. From and after the occurrence of an Event of Default, ACP-I shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if ACP-I shall commence any such suit, Grantor shall, at the request of ACP-I, do any and all lawful acts and execute any and all proper documents required by ACP-I in aid of such enforcement. Grantor shall, upon demand,

promptly reimburse ACP-I for all costs and expenses incurred by ACP-I in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for ACP-I).

12. Waivers. ACP-I's failure, at any time or times hereafter, to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of ACP-I thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and ACP-I have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Agreement shall be deemed to have been suspended or waived by ACP-I unless such suspension or waiver is in writing signed by an officer of ACP-I and directed to Grantor specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto; provided that ACP-I may waive or grant its consent hereunder in a writing signed only by ACP-I.

15. Cumulative Remedies; Power of Attorney. From and after the Termination Date until payment or satisfaction in full of the Obligations (other than contingent indemnity obligations), Grantor hereby irrevocably designates, constitutes and appoints ACP-I (and all Persons designated by ACP-I in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and authorizes ACP-I and any of ACP-I's designees, in Grantor's or ACP-I's name, to take any action and execute any instrument which ACP-I may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, from and after the occurrence and during the continuance of an Event of Default and the giving by ACP-I of notice to Grantor of ACP-I's intention to enforce its rights and claims against Grantor, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for ACP-I in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as ACP-I deems in its own best interest. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full in cash and the Credit Agreement shall have been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of ACP-I

under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies. ACP-I shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of an Event of Default and the election by ACP-I to exercise any of its remedies under Section 9.1-610 or Section 9.1-620 of the Uniform Commercial Code with respect to the Trademarks and Licenses, Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to ACP-I or any transferee of ACP-I and to execute and deliver to ACP-I or any such transferee all such agreements, documents and instruments as may be necessary, in ACP-I's sole discretion, to effect such assignment, conveyance and transfer. All of ACP-I's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, ACP-I may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Loan Documents. Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that ACP-I may give any shorter notice that is commercially reasonable under the circumstances.

16. Successors and Assigns. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of ACP-I and its successors and assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however, that Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without ACP-I's prior written consent.

17. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the internal laws (as opposed to conflict of laws provisions) and decisions of the State of Indiana.

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

19. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.


20. Execution in Counterparts. This Agreement may be executed in counterparts and by different parties hereto in separate counterparts, both of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

21. Merger. This Agreement represents the final agreement of the Grantor with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Grantor and ACP-I.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NATIONAL ARCHIVE PUBLISHING
COMPANY, a Michigan corporation

By: 
Printed: Daniel C. Arbour
Title: President

Accepted and agreed to as of the day and year first above written.

ACP-I, L.P.,
a Delaware limited partnership

By: Alliance Capital Partners LLC, an Indiana
limited liability company
Its General Partner

By: _____
Printed: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NATIONAL ARCHIVE PUBLISHING
COMPANY, a Michigan corporation

By: _____
Printed: _____
Title: _____

Accepted and agreed to as of the day and year first
above written.

ACP-I, L.P.,
a Delaware limited partnership

By: Alliance Capital Partners LLC, an Indiana
limited liability company
Its General Partner


By: [Signature]
Printed: Eric Frye
Title: Treasurer

ACKNOWLEDGMENT

STATE OF Michigan)
) SS:
COUNTY OF Washtenaw)

Before me, a Notary Public in and for the State of Indiana, personally appeared _____, the _____ of National Archive Publishing Company, a Michigan corporation, who, first being duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company as its duly authorized officer.

WITNESS my hand and Notarial Seal this 28th day of October, 2005.



Notary Public
TIMOTHY R. DAMSCHRODER
Notary Public, County of Washtenaw, State
of Michigan
Commission Expires 2/26/2008
Printed

I am a resident of _____ County, _____
My commission expires: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for the State of _____, personally appeared _____, the _____ of Alliance Capital Partners LLC, an Indiana limited liability company, the general partner of ACP-I, L.P., a Delaware limited partnership, who, first being duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said limited partnership.

WITNESS my hand and Notarial Seal this _____ day of October, 2005.

Notary Public

Printed

I am a resident of _____ County, _____
My commission expires: _____

SCHEDULE A

NATIONAL ARCHIVE PUBLISHING TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>
UTOPIA FOR THE MIND	European Community	2016582	04/18/2002	Registered
UTOPIA FOR THE MIND	Canada	TMA599777	01/19/2004	Registered
UTOPIA FOR THE MIND	United States	2,600,268	07/30/2002	Registered
XANEDU	European Community	1999838	03/06/2003	Registered
XANEDU	Canada	TMA636589	04/01/2005	Registered
XANEDU	United States	2,700,899	03/25/2003	Registered
XANEDU	United States	2,943,369	04/26/2005	Registered
XanEdu (stylized)	United States	2,698,286	03/18/2003	Registered
XanEdu (stylized)	United States	2,941,154	04/19/2005	Registered
X-Man Logo	European Community	1999960	12/14/2000	Registered
X-Man Logo	Canada	TMA598190	12/19/2003	Registered
X-Man Logo	United States	2,678,693	01/21/2003	Registered

Common Law Trademarks

TEACHTHECLASS
 PASSTHECLASS
 CousepackCounselors
 eMaster
 CampusPrint
 AdoptionOutreach
 CoursepackRetriever
 FacultyOutreach
 Relational E-mail
 Copyright
 Management Services

BDDB01 4209466v2

**Internet Domain Names of
Acquired Businesses**

anthologypro.com
campusprint.com
ceopress.com
copleycustom.com
copleyeditions.com
copleypublishing.com
coursepack.com
coursepackconnection.com
coursepak.com
custombook.com
custombookstore.com
custombookstore.net
custombookstore.org
edupack.com
edupacks.com
eruditionbooks.com
ewebooks.com
myxanedu.com
utopiaforthemind.com
utopiaforthemind.net
utopiaforthemind.org
xanedu.biz
xanedu.com
xanedu.net
xanedu.org

SCHEDULE B

NATIONAL ARCHIVE PUBLISHING LICENSE AGREEMENTS

1. License agreement between ProQuest Information and Learning Company (licensor) and National Archive Publishing Company (licensee), dated October 28, 2005, regarding the use of the following trademark:

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>
UMI	United States	1,688,812	11/26/1992	Registered