

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
Lakeland Finance, LLC		12/15/2005	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Antares Capital Corporation, as Agent
Street Address:	311 South Wacker Drive
Internal Address:	Suite 4400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2614277	WORLDSTRIDES
Registration Number:	2643884	WORLDSTRIDES
Registration Number:	2893245	CHRISTIAN DISCOVERIES
Registration Number:	1705458	EFS
Registration Number:	2327591	EFS CHRISTIAN DISCOVERIES
Registration Number:	1528864	EFS EDUCATIONAL FIELD STUDIES, INC.
Registration Number:	2149853	AMERICAN HIGH SCHOOL THEATRE FESTIVAL
Serial Number:	78387679	AMERICAN HIGH SCHOOL THEATRE FESTIVAL
Serial Number:	78473420	BOWL GAMES OF AMERICA
Serial Number:	78473423	HF HERITAGE FESTIVALS
Serial Number:	78387681	DISCOVER YOUR WORLD

CORRESPONDENCE DATA

CH \$290.00 2614277

Fax Number: (312)577-4752
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: penelope.johnson@kattenlaw.com
Correspondent Name: Penelope S. Johnson
Address Line 1: 525 W. Monroe
Address Line 2: c/o Katten Muchin Rosenman LLP
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-00208
NAME OF SUBMITTER:	Penelope S. Johnson
Signature:	/Penelope S. Johnson/
Date:	12/16/2005

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 15, 2005, is between **LAKELAND FINANCE, LLC**, a Delaware limited liability company (the "Grantor"), and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as Agent (in such capacity, the "Grantee"), for the benefit of itself and all financial institutions that from time to time become lenders (the "Lenders") under the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor, owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor, Lakeland Tours, LLC, a Delaware limited liability company ("Lakeland Tours"), and Heritage Education and Festivals, LLC, a Delaware limited liability company ("Festivals"; Grantor, Lakeland Tours and Festivals are referred to therein each individually as a "Borrower and collectively as the "Borrowers") have entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantor, as Funds Administrator, Antares Capital Corporation, as agent ("Agent") for the benefit of Lenders, and as a Lender, providing for extensions of credit and other financial accommodations to be made to Borrowers by Lenders; and

WHEREAS, pursuant to the terms of a Borrowers Security Agreement dated as of even date herewith among Grantor, each other Borrower and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby acknowledge and agree that pursuant to the Security Agreement it has granted to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;


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

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is part of the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this __ day of December 2005.

LAKELAND FINANCE, LLC, a
Delaware limited liability company

By: 
Name: Jeffrey Davis
Title: Chief Financial Officer

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this ___ day of December 2005.

LAKELAND FINANCE, LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: **Daniel L. Barry**
Title: **Director**

Schedule 1
to Trademark
Security Agreement

U.S. Trademark Registrations

<u>HOLDER</u>	<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Lakeland Finance, LLC	WorldStrides & Design	2,614,277	09/08/2002
Lakeland Finance, LLC	WorldStrides	2,643,884	10/29/2002
Lakeland Finance, LLC	Christian Discoveries	2,893,245	10/12/2004
Lakeland Finance, LLC	EFS	1,705,458	08/04/1992
Lakeland Finance, LLC	EFS Christian Discoveries	2,327,591	03/14/2000
Lakeland Finance, LLC	EFS Educational Field Studies, Inc.	1,528,864	03/07/1989
Lakeland Finance, LLC	American High School Theatre Festival	2,149,853	04/07/1998
Lakeland Finance, LLC	American High School Theatre Festival	3003906	10/04/2005

Foreign Trademark Registrations

<u>HOLDER</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Lakeland Finance, LLC	EFS	Canada	TMA426427	04/22/1994

U.S. Trademark Applications

<u>HOLDER</u>	<u>MARK</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
Lakeland Finance, LLC	Bowl Games of America	78/473420	8/25/2004
Lakeland Finance,	HF Heritage	78/473423	8/25/2004

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LLC	Festivals & Design		
Lakeland Finance,	Discover Your	78/387681	03/19/2004
LLC	World		

Foreign Trademark Applications

<u>HOLDER</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
Lakeland Finance, LLC	HF Heritage Festivals & Design	Canada	1248436	02/24/2005
Lakeland Finance, LLC	Bowl Games of America	Canada	1248435	02/24/2005

Trademark Licenses

<u>LICENSED MARKS</u>	<u>NAME OF AGREEMENT</u>	<u>PARTIES</u>	<u>DATE OF AGREEMENT</u>
None.			

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