

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																				
NATURE OF CONVEYANCE:	SECURITY INTEREST																																				
CONVEYING PARTY DATA																																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Lakeland Finance, LLC</td> <td></td> <td>12/15/2005</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Lakeland Finance, LLC		12/15/2005	LIMITED LIABILITY COMPANY: DELAWARE																													
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RECEIVING PARTY DATA																																					
Name:	Wells Fargo Bank, National Association, as Collateral Agent																																				
Street Address:	233 South Wacker Drive																																				
Internal Address:	c/o Latham & Watkins LLP, Suite 5800																																				
City:	Chicago																																				
State/Country:	ILLINOIS																																				
Postal Code:	60606																																				
Entity Type:	National Association: UNITED STATES																																				
PROPERTY NUMBERS Total: 11																																					
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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 **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as Collateral Agent (in such capacity, the "Grantee"), for the benefit of the Trustee, each present and future holder of Notes or any other Parity Lien Debt or Parity Lien Obligation (collectively, the "Parity Lien Creditors"). Capitalized terms used herein without definition have the meanings ascribed to such terms in the Indenture (as defined below).

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;

WHEREAS, Grantor intends to issue 11½% Senior Secured Notes due 2012 (the "Notes") in an aggregate principal amount of \$100,000,000 pursuant to an Indenture dated as of the date hereof (as amended, supplemented, amended and restated as otherwise modified and in effect from time to time, the "Indenture") among the Company, the guarantors named therein (the "Guarantors") and Wells Fargo Bank, National Association, as trustee (the "Trustee"); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith among Grantor, the Guarantors 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 each present and future Parity Lien Creditor 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

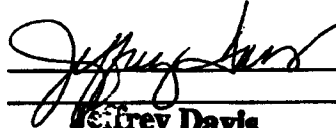
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred 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.

Notwithstanding anything herein to the contrary, the lien and security interest granted to Grantee pursuant to this Trademark Security Agreement and the exercise of any right or remedy by Grantee hereunder are subject to the provisions of the Intercreditor Agreement, dated as of December 15, 2005, among Grantor, the pledgors from time to time party thereto, Antares Capital Corporation, as Credit Agreement Agent under the Credit Agreement (as defined therein), Trustee, Antares Capital Corporation, as Priority Lien Collateral Agent, and Grantee, as Parity Collateral Agent (as amended, supplemented, amended and restated or otherwise modified and in effect from time to time, the "Intercreditor Agreement"). In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement will govern.

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: **Jeffrey Davis**
Chief Financial Officer

Acknowledged:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral 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:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: JEFFERY ROSE
Title: Vice President

SECOND LIEN TRADEMARK SECURITY AGREEMENT.

TRADEMARK
REEL: 003211 FRAME: 0720

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

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.			