

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
Voyager Expanded Learning, L.P.		04/26/2006	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	LaSalle Bank Midwest National Association		
Street Address:	2600 Big Beaver Road		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48084		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2860988	EVOYAGES	
Registration Number:	2779424	V	
Registration Number:	2882365	V VOYAGERU	
Registration Number:	2626404	VIP	
Registration Number:	2911439	VITAL INDICATORS OF PROGRESS	
Registration Number:	2628063	VOYAGER 100% LITERACY SYSTEM	
Registration Number:	2129258	VOYAGER EXPANDED LEARNING	
Registration Number:	2590995	VOYAGER EXPANDED LEARNING	
Registration Number:	2811609	VOYAGER LEARNING	
Registration Number:	2749505	VOYAGER UNIVERSAL LITERACY SYSTEM	
Registration Number:	2848412	VOYAGERU	
Serial Number:	78644915	EXPECT RESULTS	
Serial Number:	78602824	PASSPORT READING JOURNEYS	

CH \$490.00 2860988

900048213

TRADEMARK
REEL: 003302 FRAME: 0664

Serial Number:	78601346	SOLO
Serial Number:	78601348	STRATEGIC ONLINE LEARNING OPPORTUNITIES
Serial Number:	78604173	TIMEWARP
Serial Number:	78530453	VMATH
Serial Number:	78678436	VPORT
Serial Number:	78696563	VPORT

CORRESPONDENCE DATA

Fax Number: (202)659-1559

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (202) 659 -6944

Email: MBergsman@dickinsonwright.com

Correspondent Name: Marc A. Bergsman

Address Line 1: Dickinson Wright PLLC

Address Line 2: 1901 L Street, N.W., Suite 800

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	025812-00026
NAME OF SUBMITTER:	Marc A. Bergsman
Signature:	/Marc A. Bergsman/
Date:	05/04/2006

Total Attachments: 20

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 2, 2006 by PROQUEST COMPANY, a Delaware corporation (the "Company") and certain Subsidiaries (as defined in the Intercreditor Agreement) of the Company signatories hereto (each Subsidiary, together with the Company, are individually hereinafter referred to as a "Grantor" or collectively hereinafter referred to as the "Grantors") , in favor of LASALLE BANK MIDWEST NATIONAL ASSOCIATION, in its capacity as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Intercreditor Agreement).

RECITALS

A. The Grantors have consented and agreed to a Collateral Agency and Intercreditor Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement") among various Secured Parties and the Collateral Agent relating to the collateral granted by the Grantors to the Secured Parties.

B. The Grantors have entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Collateral Agent pursuant to which certain obligations owed to the Secured Parties are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantors are required to execute and deliver to the Collateral Agent, for the ratable benefit of the Secured Parties, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in substantially all the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all Secured Obligations (as defined in the Intercreditor Agreement) owing by the Grantors.

In consideration of the mutual agreements set forth herein and in the Financing Documents, the Grantors do hereby grant to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

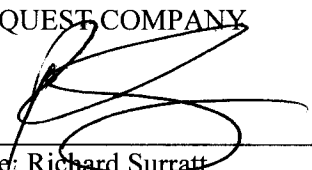
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Intercreditor Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Intercreditor Agreement or the Guaranty and Collateral Agreement, as the case may be.

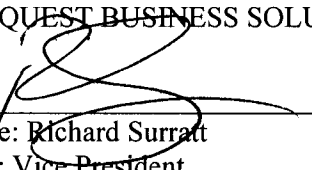
[signature pages follow]

The Grantors have caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

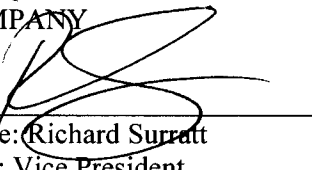
PROQUEST COMPANY

By: 
Name: Richard Surratt
Title: Senior Vice President and Chief Financial Officer

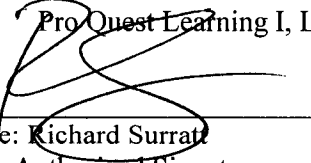
PROQUEST BUSINESS SOLUTIONS INC.

By: 
Name: Richard Surratt
Title: Vice President

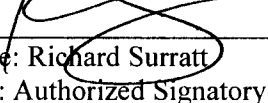
PROQUEST INFORMATION AND LEARNING
COMPANY

By: 
Name: Richard Surratt
Title: Vice President

VOYAGER EXPANDED LEARNING, L.P.

By: Pro Quest Learning I, LLC, as General Partner
By: 
Name: Richard Surratt
Title: Authorized Signatory

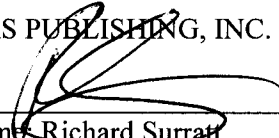
PROQUEST CONTENT OPERATIONS, INC.

By: 
Name: Richard Surratt
Title: Authorized Signatory

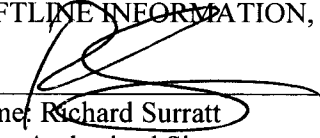
PROQUEST OUTDOOR SOLUTIONS INC.

By: 
Name: Richard Surratt
Title: Authorized Signatory

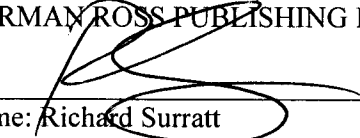
SIRS PUBLISHING, INC.

By: 
Name: Richard Surratt
Title: Authorized Signatory

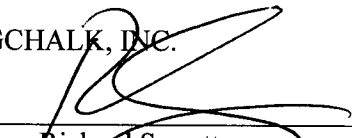
SOFTLINE INFORMATION, INC.

By: 
Name: Richard Surratt
Title: Authorized Signatory

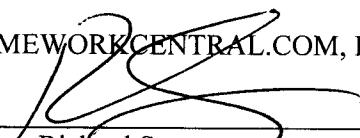
NORMAN ROSS PUBLISHING INC.

By: 
Name: Richard Surratt
Title: Authorized Signatory

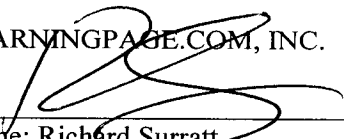
BIGCHALK, INC.

By: 
Name: Richard Surratt
Title: Vice President


HOMEWORKCENTRAL.COM, INC.

By: 
Name: Richard Surratt
Title: Authorized Signatory

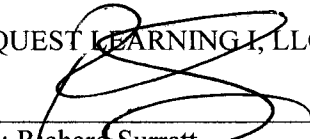
LEARNINGPAGE.COM, INC.

By: 
Name: Richard Surratt
Title: Authorized Signatory

SERIALS SOLUTIONS, INC.

By: 
Name: Richard Surratt
Title: Authorized Signatory

PROQUEST LEARNING I, LLC

By: 

Name: Richard Surratt

Title: Authorized Signatory

PROQUEST LEARNING II, LLC

By: 

Name: Richard Surratt

Title: Authorized Signatory

PROQUEST ALISON, INC.

By: 

Name: Richard Surratt

Title: Authorized Signatory

SYNCATA CORPORATION

By: 

Name: Richard Surratt

Title: Authorized Signatory

VOYAGER HOLDING CORPORATION

By: 

Name: Richard Surratt

Title: Authorized Signatory

COPLEY PUBLISHING GROUP, INC.

By: 

Name: Richard Surratt

Title: Authorized Signatory

Signature Page to Patent and Trademark Security Agreement

TRADEMARK
REEL: 003302 FRAME: 0671

STATE OF Michigan)
) SS
COUNTY OF Washtenaw)

On this 26 day of April, 2006, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that [s]he is the above-indicated officer of the AcQuest Company and which executed the above instrument; and that [s]he signed his name thereto by authority of the board of directors or similar governing of said entity.

Christine E. Kaliszuk
Notary Public

STATE OF Michigan)
) SS
COUNTY OF Washtenaw)

CHRISTINE E. KALISZUK
NOTARY PUBLIC, LENAWEE CO., MI
MY COMMISSION EXPIRES Apr 8, 2008
ACTING IN THE COUNTY OF Washtenaw

On this 26 day of April, 2006 before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that [s]he is the above-indicated officer of the AcQuest Business Solutions Inc. and which executed the above instrument; and that [s]he signed his name thereto by authority of the board of directors or similar governing of said entity.

Christine E. Kaliszuk
Notary Public

STATE OF Michigan)
) SS
COUNTY OF Washtenaw)

CHRISTINE E. KALISZUK
NOTARY PUBLIC, LENAWEE CO., MI
MY COMMISSION EXPIRES Apr 8, 2008
ACTING IN THE COUNTY OF Washtenaw

On this 26 day of April, 2006 before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that [s]he is the above-indicated officer of the AcQuest Informer and Learning Company and which executed the above instrument; and that [s]he signed his name thereto by authority of the board of directors or similar governing of said entity.

Christine E. Kaliszuk
Notary Public

STATE OF Michigan)
) SS
COUNTY OF Washtenaw)

CHRISTINE E. KALISZUK
NOTARY PUBLIC, LENAWEE CO., MI
MY COMMISSION EXPIRES Apr 8, 2008
ACTING IN THE COUNTY OF Washtenaw

On this 26 day of April, 2006, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that [s]he is the above-indicated officer of the Voyager Expanded Learning Corp. and which executed the above instrument; and that [s]he signed his name thereto by authority of the board of directors or similar governing of said entity.

Christine E. Kaliszuk
Notary Public

CHRISTINE E. KALISZUK
NOTARY PUBLIC, LENAWEE CO., MI
MY COMMISSION EXPIRES Apr 8, 2008
ACTING IN THE COUNTY OF Washtenaw

STATE OF Michigan)
COUNTY OF Washtenaw) SS

On this 26 day of April, 2006, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that [s]he is the above-indicated officer of the Request Content Operations, Inc. and which executed the above instrument; and that [s]he signed his name thereto by authority of the board of directors or similar governing of said entity.

Christine E. Kaliszuk
Notary Public

STATE OF Michigan)
COUNTY OF Washtenaw) SS

CHRISTINE E. KALISZUK
NOTARY PUBLIC, LENAWEE CO., MI
MY COMMISSION EXPIRES Apr 8, 2008
ACTING IN THE COUNTY OF Washtenaw

On this 26 day of April, 2006, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that [s]he is the above-indicated officer of the Request Outdoor Solutions, Inc. and which executed the above instrument; and that [s]he signed his name thereto by authority of the board of directors or similar governing of said entity.

Christine E. Kaliszuk
Notary Public

STATE OF Michigan)
COUNTY OF Washtenaw) SS

CHRISTINE E. KALISZUK
NOTARY PUBLIC, LENAWEE CO., MI
MY COMMISSION EXPIRES Apr 8, 2008
ACTING IN THE COUNTY OF Washtenaw

On this 26 day of April, 2006, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that [s]he is the above-indicated officer of the IRS Publishing, Inc. and which executed the above instrument; and that [s]he signed his name thereto by authority of the board of directors or similar governing of said entity.

Christine E. Kaliszuk
Notary Public

STATE OF Michigan)
COUNTY OF Washtenaw) SS

CHRISTINE E. KALISZUK
NOTARY PUBLIC, LENAWEE CO., MI
MY COMMISSION EXPIRES Apr 8, 2008
ACTING IN THE COUNTY OF Washtenaw

On this 26 day of April, 2006, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that [s]he is the above-indicated officer of the Softline International, Inc. and which executed the above instrument; and that [s]he signed his name thereto by authority of the board of directors or similar governing of said entity.

Christine E. Kaliszuk
Notary Public

CHRISTINE E. KALISZUK
NOTARY PUBLIC, LENAWEE CO., MI
MY COMMISSION EXPIRES Apr 8, 2008
ACTING IN THE COUNTY OF Washtenaw

STATE OF Michigan)
) SS
COUNTY OF Washtenaw)

On this 26 day of April, 2006, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that [s]he is the above-indicated officer of the Norman Ross Publishing Inc., and which executed the above instrument; and that [s]he signed his name thereto by authority of the board of directors or similar governing of said entity.

Christine Kaliszuk
Notary Public

STATE OF Michigan)
) SS
COUNTY OF Washtenaw)

CHRISTINE E. KALISZUK
NOTARY PUBLIC, LENAWEE CO., MI
MY COMMISSION EXPIRES Apr 8, 2008
ACTING IN THE COUNTY OF Washtenaw

On this 26 day of April, 2006, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that [s]he is the above-indicated officer of the Bigchalk, Inc., and which executed the above instrument; and that [s]he signed his name thereto by authority of the board of directors or similar governing of said entity.

Christine Kaliszuk
Notary Public

STATE OF Michigan)
) SS
COUNTY OF Washtenaw)

CHRISTINE E. KALISZUK
NOTARY PUBLIC, LENAWEE CO., MI
MY COMMISSION EXPIRES Apr 8, 2008
ACTING IN THE COUNTY OF Washtenaw

On this 26 day of April, 2006, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that [s]he is the above-indicated officer of the Home ex-Kental Corp Inc, and which executed the above instrument; and that [s]he signed his name thereto by authority of the board of directors or similar governing of said entity.

Christine Kaliszuk
Notary Public

STATE OF Michigan)
) SS
COUNTY OF Washtenaw)

CHRISTINE E. KALISZUK
NOTARY PUBLIC, LENAWEE CO., MI
MY COMMISSION EXPIRES Apr 8, 2008
ACTING IN THE COUNTY OF Washtenaw

On this 26 day of April, 2006, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that [s]he is the above-indicated officer of the learningpage.com, Inc, and which executed the above instrument; and that [s]he signed his name thereto by authority of the board of directors or similar governing of said entity.

Christine Kaliszuk
Notary Public

CHRISTINE E. KALISZUK
NOTARY PUBLIC, LENAWEE CO., MI
MY COMMISSION EXPIRES Apr 8, 2008
ACTING IN THE COUNTY OF Washtenaw

STATE OF Michigan)
) SS
COUNTY OF Washtenaw)

On this 26 day of April, 2006, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that [s]he is the above-indicated officer of the Serials Solutions Inc and which executed the above instrument; and that [s]he signed his name thereto by authority of the board of directors or similar governing of said entity.

Christine E Kaliszuk
Notary Public

STATE OF Michigan)
) SS
COUNTY OF Washtenaw)

CHRISTINE E. KALISZUK
NOTARY PUBLIC, LENAWEE CO., MI
MY COMMISSION EXPIRES Apr 8, 2008
ACTING IN THE COUNTY OF Washtenaw

On this 26 day of April, 2006, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that [s]he is the above-indicated officer of the ProQuest Learning Inc and which executed the above instrument; and that [s]he signed his name thereto by authority of the board of directors or similar governing of said entity.

Christine E Kaliszuk
Notary Public

STATE OF Michigan)
) SS
COUNTY OF Washtenaw)

CHRISTINE E. KALISZUK
NOTARY PUBLIC, LENAWEE CO., MI
MY COMMISSION EXPIRES Apr 8, 2008
ACTING IN THE COUNTY OF Washtenaw

On this 26 day of April, 2006, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that [s]he is the above-indicated officer of the ProQuest Learning Inc and which executed the above instrument; and that [s]he signed his name thereto by authority of the board of directors or similar governing of said entity.

Christine E Kaliszuk
Notary Public

STATE OF Michigan)
) SS
COUNTY OF Washtenaw)

CHRISTINE E. KALISZUK
NOTARY PUBLIC, LENAWEE CO., MI
MY COMMISSION EXPIRES Apr 8, 2008
ACTING IN THE COUNTY OF Washtenaw

On this 26 day of April, 2006, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that [s]he is the above-indicated officer of the ProQuest Learning Inc and which executed the above instrument; and that [s]he signed his name thereto by authority of the board of directors or similar governing of said entity.

Christine E Kaliszuk
Notary Public

CHRISTINE E. KALISZUK
NOTARY PUBLIC, LENAWEE CO., MI
MY COMMISSION EXPIRES Apr 8, 2008
ACTING IN THE COUNTY OF Washtenaw

STATE OF Michigan)
) SS
COUNTY OF Washtenaw)

On this 26 day of April, 2006, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that [s]he is the above-indicated officer of the Synkata Corp, and which executed the above instrument; and that [s]he signed his name thereto by authority of the board of directors or similar governing of said entity.

Christine E. Kaliszuk
Notary Public

STATE OF Michigan)
) SS
COUNTY OF Washtenaw)

CHRISTINE E. KALISZUK
NOTARY PUBLIC, LENAWEE CO., MI
MY COMMISSION EXPIRES Apr 8, 2008
ACTING IN THE COUNTY OF Washtenaw

On this 26 day of April, 2006, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that [s]he is the above-indicated officer of the Dejaeger Holding Corp, and which executed the above instrument; and that [s]he signed his name thereto by authority of the board of directors or similar governing of said entity.

Christine E. Kaliszuk
Notary Public

STATE OF Michigan)
) SS
COUNTY OF Washtenaw)

CHRISTINE E. KALISZUK
NOTARY PUBLIC, LENAWEE CO., MI
MY COMMISSION EXPIRES Apr 8, 2008
ACTING IN THE COUNTY OF Washtenaw

On this 26 day of April, 2006, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that [s]he is the above-indicated officer of the Copley Publishing Group Inc, and which executed the above instrument; and that [s]he signed his name thereto by authority of the board of directors or similar governing of said entity.

Christine E. Kaliszuk
Notary Public

CHRISTINE E. KALISZUK
NOTARY PUBLIC, LENAWEE CO., MI
MY COMMISSION EXPIRES Apr 8, 2008
ACTING IN THE COUNTY OF

Washtenaw

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 

Name: Ronald R. Valentine

Title: FVP

Signature Page to Patent and Trademark Security Agreement

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks

ProQuest Business Solutions Inc.

Trademark	Status	Reg. No.	Reg. date	Appl. No.	Appl. Date	Country
PROQUEST E-CONNECT	Pending	-	-	78470699	8/20/04	United States
Q.LINK (Stylized)	Pending	-	-	78253578	5/23/03	United States
FICHEFINDER	Registered	1762558	April 6, 1993	74257467	3/20/92	United States
EPAR	Registered	2,417,113	1/2/01	75/746,523	7/9/99	United States

ProQuest Information and Learning Company

Trademark	Status	Reg. No.	Reg. date	Appl. No.	Appl. Date	Country
BUSINESS DATELINE	Registered	1,399,792	7/1/86	73/560,897	9/30/85	United States
PHONEFICHE	Registered	1,335,218	5/14/85	73/464,991	2/9/84	United States
PNI	Registered	1,332,623	4/23/85	73/490,385	7/18/04	United States
ABI/INFORM	Registered	1,597,882	5/22/90	73/547,202	7/10/85	United States
ARCHIVESUSA	Registered	2,069,526	6/10/97	75/113,404	6/3/96	United States
BOOKS ON DEMAND	Registered	2,002,505	9/24/96	74670771		United States
CANCORP (stylized)	Registered	1,699,375	1/07/92	73724313	4/25/88	United States
DIVERSITY YOUR WORLD	Registered	2,526,931	1/08/02	76/047,982	5/15/00	United States
E LIBRARY	Registered	2,324,706	2/29/00	75/031,576	12/12/95	United States

Trademark	Status	Reg. No.	Reg. date	Appl. No.	Appl. Date	Country
GENDERWATCH	Registered	2,616,511	9/10/02	76/047,983	5/15/00	United States
HERITAGE QUEST (stylized)	Registered	2,382,248	9/05/00	75/542,068	8/24/98	United States
HOMEWORK CENTRAL	Registered	2,253,777	6/15/99	75/519,604	7/16/98	United States
HOMWORKCENTRA L.COM	Registered	2,691,850	3/04/03	75/879,505	12/23/99	United States
I E S CORRELATED	Registered	2,554,417	4/02/02	74/610,347	12/7/94	United States
IIMP	Registered	2,331,477	3/21/00	75/566,871	10/8/98	United States
KNOWLEDGENOTES	Registered	2,676,283	1/21/03	76/187,710	10/2/00	United States
Lion Design	Registered	2,251,876	6/08/99	75/321,264	7/8/97	United States
LITERATURE ONLINE and Design	Registered	2,353,100	5/30/00	75/448,578	3/11/98	United States
MAGAZINE EXPRESS	Registered	2,777,631	9/14/99	N/A	N/A	United States
MEDIASEEK	Registered	2,211,494	12/15/98	75/138,369	7/23/96	United States
METATEXT and Design	Registered	2,419,989	1/9/01	76/671,358	3/30/99	United States
METATEXT DIGITAL TEXTBOOKS	Registered	2,671,517	1/7/03	76/309,548	9/7/03	United States
PRISMA PUBLICACIONES Y REVISTAS SOCIALES U HUMANISTICAS	Pending	N/A	N/A	78/607,593	4/13/05	United States
PROQUEST	Registered	1,656,697	9/10/91	74/044,722	4/2/90	United States
PROQUEST	Registered	2,468,946	7/17/01	75/783,585	8/24/99	United States
PROQUEST	Registered	2,751,655	8/19/03	76/063,560	5/23/00	United States
Q Logo	Registered	2,528,947	1/15/02	75/803,562	9/21/99	United States

Trademark	Status	Reg. No.	Reg. date	Appl. No.	Appl. Date	Country
Q Logo	Pending	2,726,294	6/17/03	76/063,559	5/23/00	United States
SIRS MANDARIN and Design	Registered	2,467,100	7/10/01	2,467,100	8/9/99	United States
UMI	Registered	1,688,812	11/26/92	N/A	1/22/91	United States
YOUSPEAK	Registered	2,526,932	1/08/02	76/047,984	5/15/00	United States
THE INFORMATION STORE	Registered	1,399,896	7/1/86	73/533,039	4/19/86	United States
GOVERNMENT REPORTER	Registered	2,325,030	2/29/00	75/534,281	8/11/98	United States
RESEARCHER	Registered	2,303,032	12/21/99	75/534,297	8/11/98	United States
RESEARCHER	Registered	2,348,166	5/09/00	75/538,680	8/18/98	United States
SIRS	Registered	2,146,243	3/24/98	75/250,550	3/3/97	United States
SIRS DISCOVERER	Registered	2,337,552	4/04/00	75/534,282	8/11/98	United States
SIRS GOVERNMENT REPORTER	Registered	1,881,999	3/07/95	74/507,935	4/1/94	United States
SIRS INTERACTIVE CITIZENSHIP	Registered	2,715,316	5/13/03	76/366,743	2/5/02	United States
SIRS KNOWLEDGE SOURCE	Registered	2,567,241	5/07/02	76/259,654	5/21/01	United States
SIRS RENAISSANCE	Registered	2,006,752	10/08/96	74/559,718	8/11/94	United States
SIRS RESEARCHER	Registered	1,888,318	4/11/95	74/507,851	4/1/94	United States
SKS WEBSELECT	Registered	2,857,472	6/29/04	76/498,549	3/19/03	United States

Voyager Expanded Learning, L.P.

Trademark	Status	Reg. No.	Reg. date	Appl. No.	Appl. Date	Country
EXPECT RESULTS	Pending	N/A	N/A	78/644,915	6/07/05	United States

Trademark	Status	Reg. No.	Reg. date	Appl. No.	Appl. Date	Country
PASSPORT READING JOURNEYS	Pending	N/A	N/A	78/602,824	4/06/05	United States
SOLO	Pending	N/A	N/A	78/601,346	4/04/05	United States
STRATEGIC ONLINE LEARNING OPPORTUNITIES	Pending	N/A	N/A	78/601,348	4/04/05	United States
TIMEWARP	Pending	N/A	N/A	78/604,173	4/07/05	United States
VMATH	Pending	N/A	N/A	78/530,453	12/10/04	United States
VPORT	Pending	N/A	N/A	78/678,436	7/26/05	United States
VPORT (stylized)	Pending	N/A	N/A	78/696,563	8/19/05	United States
EVOYAGES	Registered	2,860,988	7/06/04	76/450,199	9/17/02	United States
V & Design	Registered	2,779,424	11/04/03	76/480,894	1/8/03	United States
V VOYAGERU & Design	Registered	2,882,365	9/07/04	76/396,917	4/17/02	United States
VIP	Registered	2,626,404	9/24/02	76/216,900	2/27/01	United States
VITAL INDICATORS OF PROGRESS	Registered	2,911,439	12/14/04	76/462,715	10/29/02	United States
VOYAGER 100% LITERACY SYSTEM	Registered	2,628,063	10/01/02	76/315,140	9/20/01	United States
VOYAGER EXPANDED LEARNING	Registered	2,129,258	1/13/98	74/665,812	4/25/95	United States
VOYAGER EXPANDED LEARNING & Design	Registered	2,590,995	7/09/02	76/185,318	12/21/00	United States
VOYAGER LEARNING	Registered	2,811,609	2/03/04	76/973,153	3/1/02	United States
VOYAGER UNIVERSAL LITERACY SYSTEM	Registered	2,749,505	8/12/03	76/360,361	1/18/02	United States

Trademark	Status	Reg. No.	Reg. date	Appl. No.	Appl. Date	Country
VOYAGERU	Registered	2,848,412	6/01/04	76/396,660	4/16/02	United States

Serials Solutions, Inc.

Trademark	Status	Reg. No.	Reg. date	Appl. No.	Appl. Date	Country
SERIAL SOLUTIONS ¹	Registered	2,556,145	4/2/02	78/050,558	2/28/01	United States

¹ Owner of Record is Serial Solutions, LLC

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents

ProQuest Business Solutions Inc.

Patent	Patent No.	Patent Appl. No.	Issue Date	Appl. Date
Accelerated Pixel Data Movement	5,208,583	594,384	5/04/93	10/9/90
Combined Monitor and Process or for Computer Work Station or Similar Article	Des. 310,358	241,547	9/04/90	9/7/88
Display Screen Bezel and Assembly Method	4,898,555	327,741	2/06/90	3/23/89
Electronic Enclosure or Similar Article	Des. 310,999	203,752	10/02/90	6/7/88
Electronic Publishing System (Original in vault)	5,142,662	660,243	8/25/92	2/23/91
Electronic Publishing System (CANADIAN)	1,277,428	06/835,658 (U.S.)	12/04/90	2/12/87 (U.S.)
Indexing Microfilm	4,515,451	498,619	5/07/85	05/27/83
Information Display Monitor or Similar Article	Des. 309,728	241,546	8/07/90	9/7/88
Method and Apparatus for Managing Contracts	N/A	10/075,100	N/A	02/11/02
Online Collaborative Parts Ordering System	N/A	677,542	N/A	10/02/00
On the Fly Image Rotation System for High Speed Printers	5,199,101	592,186	3/30/93	10/3/90
Processor for Computer Work Station or Similar Article	Des. 309,728	241,546	8/7/90	9/7/88
Tilt and Swivel Support Apparatus	4,919,387	319,528	4/24/90	3/6/89

Patent	Patent No.	Patent Appl. No.	Issue Date	Appl. Date

ProQuest Information and Learning Company

Patent	Patent No.	Patent Appl. No.	Issue Date	Appl. Date
Intelligent Document Linking System	N/A	09/774,414	N/A	1/31/01
Intelligent Document Linking System	N/A	02/02655	N/A	1/30/02
Method for Creating Durable Web-Enabled Uniform Resource Locator Links	N/A	10/142,248	N/A	05/09/02
Method and System for Searching Databases (Smart Search)	N/A	11/215,390	N/A	08/30/05

BigChalk, Inc.

Patent	Patent No.	Patent Appl. No.	Issue Date	Appl. Date
Method for storing multi-media information in an information retrieval system	5,659,742	08/528,683	8/19/97	9/15/95
Method and apparatus for generating a composite document on a selected topic from a plurality of information sources	5,675,788	08/529,233	10/7/97	9/15/95
Restricted expansion of query terms using part of speech tagging	5,721,902	08/528,740	2/24/98	9/15/95
Query word relevance adjustment in a search of an information retrieval system	5,737,734	08/528,736	4/7/98	9/15/95

Patent	Patent No.	Patent Appl. No.	Issue Date	Appl. Date
Method and apparatus for identifying textual documents and multimediafiles corresponding to a search topic	5,742,816	08/529,250	4/21/98	9/15/95
Architecture for processing search queries, retrieving documents identified thereby, and method for using same	5,873,076	08/529,249	2/16/99	9/15/95
Method for identifying themes associated with a search query using metadata and for organizing documents responsive to the search query in accordance with the themes	6,208,988	09/088,188	3/27/01	6/1/98
Method and system for facilitating research of electronically stored information on a network	N/A	09/400,672	N/A	9/21/99
Method and system for facilitating research of electronically stored information on a network	N/A	00/25949	N/A	9/21/00

Voyager Expanded Learning, L.P.²

Patent	Patent No.	Patent Appl. No.	Issue Date	Appl. Date
Method & System for Preventing Illiteracy in substantially all members of a predetermined set	6676413	10124587	1/13/04	4/17/02

² Assignee is listed as Voyager Expanded Learning, Inc.