

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment to Trademark Security Agreement - originally recorded on October 10, 2003 on Reel 002725, Frame 00635 - to add Trademark Collateral.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LRP Publications, Inc.		06/16/2006	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	2325 Lakeview Parkway
Internal Address:	Suite 700
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30004
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2787639	NO CHILD LEFT BEHIND COMPLIANCE INSIDER
Serial Number:	78859793	SECTION 504: FROM REFERRAL TO PLACEMENT
Serial Number:	78859820	THE IDEA 2004 GUIDEBOOK
Serial Number:	78859666	CURRICULUM DIRECTOR'S LEGAL INSIDER
Serial Number:	78636274	ELEMENTARY SCHOOL PARENTS AS PARTNERS
Registration Number:	2564820	PRIVATE SCHOOL DIRECTOR'S LEGAL GUIDE
Registration Number:	2960473	IDEA COMPLIANCE INSIDER
Registration Number:	2912155	NO CHILD LEFT BEHIND FINANCIAL COMPLIANCE INSIDER
Registration Number:	2424987	SPECIAL EDUCATION IEP TEAM TRAINER
Registration Number:	2389875	SCHOOL SUPERINTENDENT'S INSIDER

CORRESPONDENCE DATA

Fax Number: (404)572-5128

900051538

**TRADEMARK
 REEL: 003334 FRAME: 0360**

CH \$265.00 2787639

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

Phone: 404-572-2533
Email: jbalcita@kslaw.com
Correspondent Name: King & Spalding, LLP
Address Line 1: Jeffrey P. Balcita
Address Line 2: 1180 Peachtree Street
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09611.009007
NAME OF SUBMITTER:	Jeffrey P. Balcita
Signature:	/Jeffrey P. Balcita/
Date:	06/20/2006

Total Attachments: 5

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AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated June 16, 2006, executed by LRP PUBLICATIONS, INC., a Pennsylvania corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, on its behalf as agent ("Agent") for the lenders ("Lenders") from time to time party to that certain Credit Agreement, dated as of September 30, 2003 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") among Grantor, the Lenders and the Agent. Capitalized terms used in this Agreement shall have the meanings set forth in the Credit Agreement unless specifically defined herein.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make the Loans and to incur Letter of Credit Obligations in favor of Grantor;

WHEREAS, pursuant to the Credit Agreement, Grantor has granted to Agent, for its benefit and for the benefit of the Lenders, a continuing security interest in all of its right, title, and interest in all currently existing and hereafter acquired or arising Collateral, including, without limitation, (a) all of Grantor's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which Grantor now has or hereafter acquires rights and wherever located; (b) all of Grantor's Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or in which Grantor now has or hereafter acquire rights and wherever located; and (c) all products and proceeds any of the foregoing, as security for all of the Obligations;

WHEREAS, Grantor has entered into a Trademark Security Agreement with the Lenders and Agent, dated as of September 30, 2003, recorded in the United States Patent and Trademark Office on October 10, 2003 on Reel 002725, Frame 00635 (as amended from time to time, the "Agreement"); and

WHEREAS, Agent, Lenders, and Grantor wish to amend the Agreement on the terms more fully set forth herein;

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

1. Amendments to Agreement. Effective as of the date hereof, the Agreement is hereby amended as follows:

1.1 By adding the Trademark Collateral (as defined in the Agreement) set forth on Schedule I attached hereto to Schedule I of the Agreement.

2. Security Agreement. The security interests granted pursuant to this Amendment are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. No Other Change. Except as herein expressly amended, each and every term, condition, warranty and provision of the Agreement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto. Nothing herein shall be construed to alter or affect the priority of the lien or title created by the Agreement.

4. Entire Agreement. This Amendment and the Agreement, as the same has been amended by this Amendment, set forth the entire understanding of the parties with respect to the matters set forth herein, and shall supersede any prior negotiations, commitment letters, or agreements, whether written or oral, with respect to such matters.

5. Binding Effect. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, legal representatives and assigns.

6. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts and may be delivered by telecopier. Each counterpart so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed under seal by its duly authorized officers as of the date first above written.

LRP PUBLICATIONS, INC.
a Pennsylvania corporation

By: *Todd Lutz*
Todd Lutz
Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR
STATE OF New York)
COUNTY OF New York) ss.

On this 14 day of June, 2006 before me personally appeared Todd Lutz, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of LRP Publications, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}Notary Public

[NOTARIAL SEAL]

George R. Tuttle

GEORGE R. TUTTLE
Notary Public, State of New York
No. 4722052
Qualified in Westchester County
Commission Expires June 30, 2006

[SIGNATURE PAGE TO AMENDMENT TO TRADEMARK SECURITY AGREEMENT]


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LRP PUBLICATIONS, INC.
a Pennsylvania corporation

By: _____
Todd Lutz
Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By:  _____
Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR
STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of June, 2006 before me personally appeared Todd Lutz, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of LRP Publications, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal} Notary Public

[NOTARIAL SEAL]

[SIGNATURE PAGE TO AMENDMENT TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I

Trademarks

<u>Word Mark</u>	<u>Serial #</u>	<u>Registration #</u>	<u>Registration Date</u>	<u>Status</u>
No Child Left Behind Compliance Insider	78138636	2787639	November 25, 2003	Live
Section 504: From Referral to Placement	78859793			Live
The IDEA 2004 Guidebook	78859820			Live
Curriculum Director's Legal Insider	78859666			Live
Elementary School Parents as Partners	78636274			Live
Private School Director's Legal Guide	78056227	2564820	April 23, 2002	Live
IDEA Compliance Insider	76540327	2960473	June 7, 2005	Live
No Child Left Behind Financial Compliance Insider	76511730	2912155	December 21, 2004	Live
Special Education IEP Team Trainer	75862818	2424987	January 30, 2001	Live
School Superintendent's Insider	75833375	2389875	September 26, 2000	Live