

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| EFFECTIVE DATE: | 07/19/2006 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------------|----------|----------------|-----------------------|
| New Horizons Education Corporation | | 07/11/2006 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|-------------------------------------|
| Name: | Camden Partners Strategic III, LLC |
| Street Address: | 500 East Pratt Street, Suite 1200 |
| City: | Baltimore |
| State/Country: | MARYLAND |
| Postal Code: | 21202 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 21

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 1337233 | NEW HORIZONS |
| Registration Number: | 2064665 | NEW HORIZONS |
| Registration Number: | 2281596 | NEW HORIZONS |
| Registration Number: | 2515371 | NEW HORIZONS |
| Registration Number: | 2616283 | NEW HORIZONS |
| Registration Number: | 2658239 | CHOOSE. LEARN. SUCCEED. |
| Registration Number: | 2726462 | NEW HORIZONS |
| Registration Number: | 2722250 | NEW HORIZONS ONLINE LIVE LEARNING |
| Registration Number: | 2740456 | NEW HORIZONS INTEGRATED LEARNING |
| Registration Number: | 2627887 | NEW HORIZONS INTEGRATED LEARNING |
| Registration Number: | 2749863 | NEW HORIZONS ONLINE ANYTIME LEARNING |
| Registration Number: | 2711465 | WHAT DO YOU WANT TO LEARN & HOW DO YOU WANT TO |

TRADEMARK

900053655

REEL: 003351 FRAME: 0628

CH \$540.00 1337233

| | | |
|----------------------|----------|--|
| | | LEARN IT? |
| Registration Number: | 2787753 | THE INTEGRATED LEARNING COMPANY |
| Registration Number: | 2836345 | NEW HORIZONS |
| Registration Number: | 2976687 | NEW HORIZONS CLASSROOM LEARNING |
| Serial Number: | 78692132 | MENTORED LEARNING |
| Serial Number: | 78712902 | NEW HORIZONS ENGLISH LANGUAGE PROGRAM |
| Serial Number: | 78712981 | NEW HORIZONS ENGLISH LANGUAGE PROGRAM |
| Serial Number: | 78524012 | ONLINE LIVE |
| Serial Number: | 78745991 | MENTORED LEARNING |
| Serial Number: | 78700664 | NEW HORIZONS COMPUTER LEARNING CENTERS |

CORRESPONDENCE DATA

Fax Number: (703)610-6200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-610-6100
Email: boxip@hhlaw.com
Correspondent Name: Valerie Brennan, Hogan & Hartson L.L.P.
Address Line 1: 8300 Greensboro Drive, Suite 1100
Address Line 2: Box Intellectual Propety
Address Line 4: McLean, VIRGINIA 22102

| | |
|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 88055.11 |
| NAME OF SUBMITTER: | Valerie Brennan |
| Signature: | /valerie brennan/ |
| Date: | 07/20/2006 |

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT
(by New Horizons Education Corporation)

WHEREAS, New Horizons Education Corporation, a Delaware corporation (“Grantor”) owns the trademarks and trademark applications listed on Schedule I annexed hereto; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of July 19, 2006 (the “Security Agreement”; all capitalized terms defined in the Security Agreement and not otherwise defined herein have the meanings provided for in the Security Agreement), between Grantor, affiliates of Grantor and Camden Partners Strategic III, LLC (“Grantee”), Grantor has granted to Grantee, as Administrative Agent on behalf of the Secured Parties, a security interest in, including without limitation, all right, title and interest of Grantor in, to and under all Trademark Collateral (as defined below), to secure the prompt, full and faithful payment and performance when due of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as collateral security for the prompt, full and faithful payment and performance when due of the Secured Obligations, Grantor does hereby grant 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:

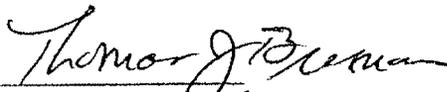
all present and future: (i) trademarks, trade names, trade styles, service marks, all prints and labels on which said trademarks, trade names, trade styles and service marks appear, have appeared, or will appear, and all designs and general intangibles of a like nature, all applications, registrations, and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any state thereof, or any political subdivision thereof, or in any other countries, and all reissues, extensions, and renewals thereof (the “Trademarks”), including those registered and applied-for trademarks, terms, designs and applications described in Schedule I attached hereto and made a part hereof, and (ii) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to 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.

Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 11 day of July, 2006.

NEW HORIZONS EDUCATION CORPORATION

By: 
Name: THOMAS J. BRESNAN
Title: CEO

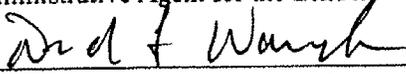
SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003351 FRAME: 0631

Agreed and Accepted as of the

19 day of July, 2006

CAMDEN PARTNERS STRATEGIC III, LLC,
as Administrative Agent for the Lenders

By: 
David L. Warnock, Managing Member

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003351 FRAME: 0632

State of California)
County of Orange)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

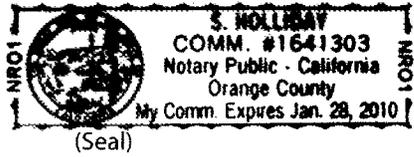
On July 11, 2000 before me, S. Holliday
(here insert name and title of the officer)

personally appeared Thomas J. Bosman

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

State of California, County of Orange
Subscribed and sworn to (or affirmed) before me
on this 11 day of July, 2000.
by Thomas J. Bosman
personally known to me or proved to me on the
basis of satisfactory evidence to be the person(s)
who appeared before me.
Signature: S. Holliday



Signature S. Holliday

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Trademark Security Agreement containing 1 pages, and dated July 11, 2000.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) CEO title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: New Horizons Education Corp.
Names(s) of Person(s) or Entity(ies) Signer is Representing

| Additional Information | |
|--|--|
| Method of Signer Identification | |
| <input checked="" type="checkbox"/> Personally known to me | |
| <input type="checkbox"/> Proved to me on the basis of satisfactory evidence: | |
| <input type="checkbox"/> form(s) of identification | <input type="checkbox"/> credible witness(es) |
| Identification is detailed in notary journal on: | |
| Page # _____ | Entry # _____ |
| Notary contact: _____ | |
| Other | |
| <input type="checkbox"/> Additional Signer(s) | <input type="checkbox"/> Signer(s) Thumbprint(s) |
| <input type="checkbox"/> | |

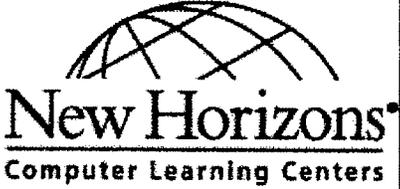
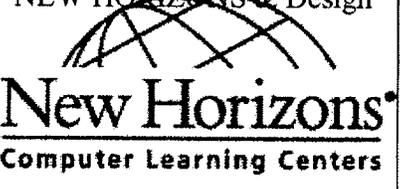
Schedule I to Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT

WRA - 88055/0011 - 209455 v2

TRADEMARK
REEL: 003351 FRAME: 0634

US Trademarks- all are held by New Horizons Education Corporation

| REGISTRATION NUMBER | TRADEMARK/SERVICE MARK | INTERNATIONAL CLASS AND GOODS/SERVICES | REG. DATE |
|----------------------------|--|---|--------------------|
| 1,337,233 | NEW HORIZONS | Classes 41 & 42 | May 21, 1985 |
| 2,064,665 |  | Class 41 | May 27, 1997 |
| 2,281,596 |  | Class 9 | September 28, 1999 |
| 2,515,371 | NEW HORIZONS | Class 9 | December 4, 2001 |
| 2,616,283 | NEW HORIZONS | Classes 16 and 41 | September 10, 2002 |
| 2,658,239 | CHOOSE. LEARN. SUCCEED | Classes 16, 41 and 42 | December 10, 2002 |
| 2,726,462 | NEW HORIZONS & Design  | Classes 16, 38, 41 and 42 | June 17, 2003 |

| | | | |
|-----------|--|---------------------------|--------------------------------------|
| 2,722,250 | NEW HORIZONS ONLINE LIVE LEARNING | Classes 16, 38, 41 and 42 | June 3, 2003 |
| 2,740,456 | NEW HORIZONS INTEGRATED LEARNING | Classes 16, 38 and 42 | July 22, 2003 |
| 2,627,887 | NEW HORIZONS INTEGRATED LEARNING | Class 41 | October 1, 2002 |
| 2,749,863 | NEW HORIZONS ONLINE ANYTIME LEARNING | Classes 16, 38, 41 and 42 | August 12, 2003 |
| 2,711,465 | WHAT DO YOU WANT TO LEARN & HOW DO YOU WANT TO LEARN IT? | Class 16 | April 29, 2003 |
| 2,787,753 | THE INTEGRATED LEARNING COMPANY | Classes 41 and 42 | November 25, 2003 Supplemental |
| 2,836,345 | NEW HORIZONS | Classes 38, 41 and 42 | April 27, 2004 |
| 2,976,687 | NEW HORIZONS CLASSROOM LEARNING | Class 41 | July 26, 2005 |

Pending Trademark Applications

| Country | Matter No. | Trademark Name | Class(es) | App. No. | Filing Date |
|---------------|------------|---|----------------|----------|-------------|
| United States | 60355-011 | MENTORED LEARNING | 41 | 78692132 | 08/13/05 |
| United States | 60355-043 | NEW HORIZONS ENGLISH LANGUAGE PROGRAM | 16, 38, 41, 42 | 78712902 | 09/14/05 |
| United States | 60355-045 | NEW HORIZONS ENGLISH LANGUAGE PROGRAM AND DESIGN | 16, 38, 41, 42 | 78712981 | 09/14/05 |
| United States | 60355-056 | ONLINE LIVE | 38, 41 | 78524012 | 11/29/04 |
| United States | 60355-057 | MENTORED LEARNING AND DESIGN | 41 | 78745991 | 11/03/05 |
| United States | 60355-082 | NEW HORIZONS COMPUTER LEARNING CENTERS AND DESIGN | 16, 38, 41, 42 | 78700664 | 08/25/05 |