

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

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		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:

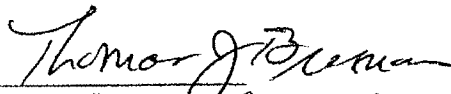
all present and future: (i) trademarks, trade names, trade styles, service marks, all prints and labels on which said trademarks, trade names, trade styles and service marks appear, have appeared, or will appear, and all designs and general intangibles of a like nature, all applications, registrations, 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

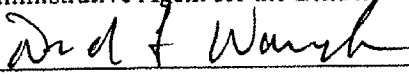
SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

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

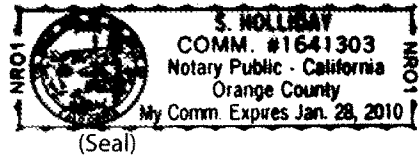
On July 11, 2000 before me, S. Holliday
(here insert name and title of the officer)

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"/>	

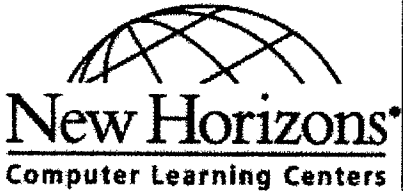
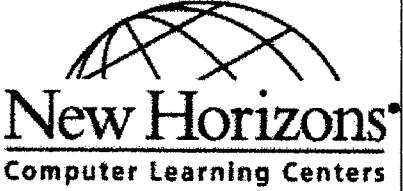
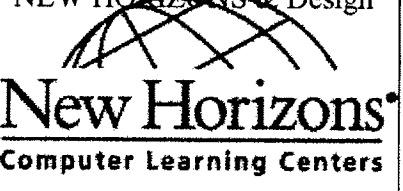
Schedule I to Trademark Security Agreement

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