

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Rowman & Littlefield Publishing Group, Inc.		07/19/2006	CORPORATION: DELAWARE
IVAN R. DEE, INCORPORATED		07/19/2006	CORPORATION: MARYLAND
MADISON BOOKS, INC.		07/19/2006	CORPORATION: MARYLAND
ROWMAN & LITTLEFIELD PUBLISHERS, INC.		07/19/2006	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC
Street Address:	4445 Willard Avenue, 12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20706
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1305362	UNIVERSITY PRESS OF AMERICA
Registration Number:	1320603	UNIVERSITY PRESS OF AMERICA
Registration Number:	1042247	LEXINGTON BOOKS
Registration Number:	1523459	DERRYDALE-PRESS
Registration Number:	2177779	ALTAMIRA PRESS
Registration Number:	1558478	

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-783-2700

CH \$165.00 1305362

Email: Oleh.Hereliuk@federalresearch.com
Correspondent Name: CBC Companies dba Federal Research
Address Line 1: 1023 Fifteenth Street, NW, Ste 401
Address Line 2: attn: Oleh Hereliuk
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	365069
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	08/09/2006

Total Attachments: 18

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**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies)/Execution Date(s):</p> <p style="text-align: center;">The Rowman & Littlefield Publishing Group, Inc. 4501 Forbes Boulevard, Suite 200 Lanham, Maryland 20706</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other: _____ Citizenship (see guidelines) <u>Delaware</u> Execution Date(s) <u>July 19, 2006</u> Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>3. Nature of conveyance:</p> <p> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ </p>	<p>2. Name and address of receiving party(ies)</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Additional names, addresses, or citizenship attached?</p> <p>Name: <u>CapitalSource Finance LLC</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>4445 Willard Avenue, 12th Floor</u></p> <p>City: <u>Chevy Chase</u></p> <p>State: <u>MD</u></p> <p>Country: <u>USA</u> Zip: <u>20706</u></p> <p> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Delaware</u> <input type="checkbox"/> Other <input type="checkbox"/> Citizenship </p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) See Exhibit A Attached B. Trademark Registration No.(s) See Exhibit A Attached</p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)</p>	
<p>5. Name address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Michael J. Loesberg</u></p> <p>Internal Address: <u>Otterbourg, Steindler, Houston & Rosen, P.C.</u></p> <p>Street Address: <u>230 Park Avenue</u></p> <p>City: <u>New York</u></p> <p>State: <u>NY</u> Zip: <u>10169</u></p> <p>Phone Number: <u>212-661-9100 X 727</u></p> <p>Fax Number: <u>917-368-7168</u></p> <p>Email Address: <u>mloesberg@oshr.com</u></p>	<p>6. Total number of applications and registrations involved:</p> <p style="text-align: right;">6</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$165.00</p> <p> <input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed </p> <p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers _____</p> <p style="text-align: right;">Expiration Date _____</p> <p>b. Deposit Account Number _____</p> <p style="text-align: right;">Authorized User Name: _____</p>

<p>9. Signature: _____ <div style="text-align: center;"></div> <p style="text-align: center;">Signature</p> <p style="text-align: center;"><u>Michael J. Loesberg</u> Name of Person Signing</p> </p>	<p style="text-align: right;">_____</p> <p style="text-align: center;">Date</p> <p style="text-align: right;">8/7/06</p>
<p>Total number of pages including cover sheet, attachments, and document. 18</p>	

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ADDITIONAL NAMES OF CONVEYING PARTIES:

IVAN R. DEE, INCORPORATED
c/o The Rowman & Littlefield Publishing Group, Inc.
4501 Forbes Boulevard, Suite 200
Lanham, Maryland 20706

MADISON BOOKS, INC.
c/o The Rowman & Littlefield Publishing Group, Inc.
4501 Forbes Boulevard, Suite 200
Lanham, Maryland 20706

ROWMAN & LITTLEFIELD PUBLISHERS, INC.
c/o The Rowman & Littlefield Publishing Group, Inc.
4501 Forbes Boulevard, Suite 200
Lanham, Maryland 20706

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement"), dated July 19, 2006, is by and among The Rowman & Littlefield Publishing Group, Inc., a Delaware corporation ("Parent"), Ivan R. Dee, Incorporated, a Maryland corporation ("Ivan"), Madison Books, Inc., a Maryland corporation ("Madison"), Rowman & Littlefield Publishers, Inc., a Maryland corporation ("RLPI" and together with Parent, Ivan and Madison, individually and collectively, "Debtor"), and CapitalSource Finance LLC, a Delaware limited liability company ("Secured Party").

W I T N E S S E T H:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Secured Party, Debtor and certain of its affiliates (together with Debtor, collectively, "Borrowers" and each individually, a "Borrower"), have entered into financing arrangements pursuant to which Secured Party may, upon certain terms and conditions, make loans and advances and provide other financial accommodations to Borrowers as set forth in the Revolving Credit, Term Loan and Security Agreement, dated of even date herewith, among Secured Party and Borrowers (as the same now exists and may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Credit Agreement") and the other agreements, documents and instruments referred to therein or any time executed and/or delivered in connection therewith or related thereto, including this Agreement (all of the foregoing, together with the Credit Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Loan Documents"); and

WHEREAS, in order to induce Secured Party to enter into the Credit Agreement and the other Loan Documents and to make loans and advances and provide other financial accommodations to Borrowers pursuant to the Credit Agreement, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST. As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and a collateral assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest (including transferable licensed rights) in and to: (i) all of Debtor's trademarks, trade names, trade styles and service marks (including common law rights in all of the foregoing) and all

applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law (including common law rights) with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; and (iii) all other transferable Intellectual Property (as defined in the Credit Agreement) whether held by way of transferable license or otherwise that are used in connection with the business conducted under each of the Trademarks; (b) 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; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all Obligations, whether now existing or hereafter arising.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

- (a) Debtor shall pay and perform all of the Obligations according to their terms.
- (b) All of the existing Collateral is valid and subsisting in full force and effect and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and collateral assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any transfer restrictions or Liens of any kind, except: (i) the security interests granted hereunder and pursuant to the Credit Agreement, and (ii) Permitted Liens.

- (c) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or

enforce the security interest in and collateral assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(d) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Schedule 5.11 to the Credit Agreement.

(e) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit B annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(f) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, unless Debtor has given Secured Party thirty (30) days prior written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and collateral assignment of such Trademark in favor of Secured Party.

(g) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(h) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(i) No material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. There has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

4. EVENTS OF DEFAULT

The occurrence or existence of any Event of Default under the Credit Agreement is referred to herein individually as an "Event of Default" and collectively as "Events of Default".

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of the Secured Party, whether provided under this Agreement, the Credit Agreement, the other Loan Documents, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto or any other Intellectual Property, whether held by way of license or otherwise that are used in connection with the business conducted under each of the Trademarks, for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) calendar days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(c) In addition to the foregoing, in order to implement the assignment, sale, or other

disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(e) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(d) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks or other Intellectual Property, whether held by way of license or otherwise that are used in connection with the business conducted under each of the Trademarks, and the distribution thereof.

(e) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the other Loan Documents, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. GOVERNING LAW; JURISDICTION; SERVICE OF PROCESS; VENUE

This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions. Any judicial proceeding against Debtor with respect to this Agreement may be brought in any federal or state court of competent jurisdiction located in the State of New York. By execution and delivery of this Agreement, Debtor (i) accepts the non-exclusive jurisdiction of the aforesaid courts and irrevocably agrees to be bound by any judgment rendered thereby, (ii) waives personal service of process, (iii) agrees that service of process upon it may be made by certified or registered mail, return receipt requested, pursuant to Section 12.5 of the Credit Agreement, and (iv) waives any objection to jurisdiction and venue of any action instituted hereunder and agrees not to assert any defense based on lack of jurisdiction, venue or convenience. Nothing shall affect the right of Secured Party to serve process in any manner permitted by law or shall limit the right of Secured Party to bring proceedings against Debtor in the courts of any other jurisdiction having jurisdiction. Any judicial proceedings against Secured Party involving, directly or indirectly, this Agreement shall be brought only in a federal or state court located in the State of New York. All parties acknowledge that they participated in the negotiation and drafting of this Agreement and that, accordingly, no party shall move or petition a court construing this Agreement to construe it more stringently against one party than against any other.

7. MISCELLANEOUS

(a) All notices, requests and demands to or upon the respective parties hereto shall be in writing and shall be deemed to have been duly given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service

with instructions to deliver the next business day, one (1) business day after sending; and if by registered or certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: c/o The Rowman & Littlefield Publishing Group, Inc.
4501 Forbes Boulevard, Suite 200
Lanham, Maryland 20706
Attention: George Franzak
Telecopier No.: (301) 429-5746

If to Secured Party: CapitalSource Finance LLC
4445 Willard Avenue, 12th Floor
Chevy Chase, Maryland 20815
Attention: Business Credit Services/HFG,
Portfolio Manager
Telecopier No: (301) 841-2340

(b) Unless otherwise defined herein, all capitalized terms used herein which are defined in the Credit Agreement shall have the meanings given to such terms in the Credit Agreement. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Borrowers and Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Loan Documents and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party shall not, by any act, delay, omission or

otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party or such Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

DEBTOR:

THE ROWMAN & LITTLEFIELD PUBLISHING
GROUP, INC.
IVAN R. DEE, INCORPORATED
MADISON BOOKS, INC.
ROWMAN & LITTLEFIELD PUBLISHERS, INC.

By: _____
Name: James E. Lyons
Title: President

SECURED PARTY:

CAPITALSOURCE FINANCE LLC

By: _____
Name: Stephen M. Klein
Title: Managing Director

STATE OF MARYLAND)
) ss.:
COUNTY OF PRINCE GEORGES)

On the 19th day of July, 2006, before me personally came James E. Lyons, to me known, who being duly sworn, did depose and say that he is the President of each of The Rowman & Littlefield Publishing Group, Inc., Ivan R. Dee, Incorporated, Madison Books, Inc. and Rowman & Littlefield Publishers, Inc., the corporations which executed the foregoing instrument and that he signed his/her name thereto by order of the Board of Directors of each of said corporations.

Mary M. Balfour
Notary Public

Commission expires

05-01-09

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

DEBTOR:

THE ROWMAN & LITTLEFIELD PUBLISHING
GROUP, INC.
IVAN R. DEE, INCORPORATED
MADISON BOOKS, INC.
ROWMAN & LITTLEFIELD PUBLISHERS, INC.

By: _____
Name: James E. Lyons
Title: President

SECURED PARTY:

CAPITALSOURCE FINANCE LLC

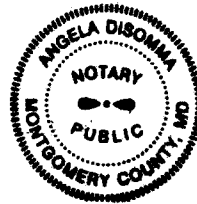
By:  _____
Name: Stephen M. Klein
Title: Managing Director

STATE OF MARYLAND)
) ss.:
MONTGOMERY COUNTY)

On this 10th day of July, 2006, before me personally came Stephen M. Klein, to me known, who being duly sworn, did depose and say, that he is a Managing Director of CapitalSource Finance LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



Notary Public



Angela DiSomma
NOTARY PUBLIC
Montgomery County
State of Maryland
My Commission Expires
October 18, 2009

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

List of Trademarks and Trademark Applications

I. Registered Trademarks and Trademark Applications

Owner of Record	Trademark	Registration No. or Application No.
The Rowman & Littlefield Publishing Group, Inc.	UNIVERSITY PRESS OF AMERICA	1,305,362
The Rowman & Littlefield Publishing Group, Inc.	UNIVERSITY PRESS OF AMERICA	1,320,603
The Rowman & Littlefield Publishing Group, Inc.	LEXINGTON BOOKS	1,042,247
Madison Books, Inc.	DERRYDALE-PRESS & Design	1,523,459
Rowman & Littlefield Publishers, Inc.	ALTAMIRA PRESS	2,177,779
Ivan R. Dee, Incorporated	DESIGN ONLY	1,558,478

II. Trade Names and Unregistered Trademarks

Rowman & Littlefield Publishing Group
Bridgeworks Publishing Company
Cooper Square Press
Ivan R. Dee
Madison Books
National Book Network
Rowman & Littlefield Publishers
Scarecrow Press
University Publishing Associates
University Warehouse
Biblio Distribution
Biblio Distribution
Book Network
Rowman
NBN Plymbridge
Altamira Press
University Press of America Group
Lexington Books
Barnes & Noble Books
Ardsley House
Scarecrow Education
Fallen Leaf Press
The Derrydale Press
Roberts Rinehart
Lone Star Books
Taylor Trade Publishing
Gulf Publishing
Diamond Communications
Scarborough House
J.S. Sanders & Company
Vestal Press
New Amsterdam Press
Faithworks
Stein & Day
Hamilton Books
Austin & Winfield Publishers
Burnham Publishers
Collegiate Press
General Hall
Jason Aronson
Madison House
Sheed & Ward
SR Books
Court Wayne Press
Republic of Texas Press

Rowman & Littlefield Education
Voice of Youth Advocates
VOYA
Teacher Librarian
Government Institutes
Kiva
Mid Continental Journal of Archeology
Proecclesia
Steinbeck
Teacher Education and Practice
Archeologies
Collections
Curator
Wadabagei
Inter Disciplenary Environmental Review
Journal of Korean Studies
Action in Teacher Education
International Journal of Educational Reform
Journal of Evidence Based Practices for Schools
Journal of School Leadership
Journal of School Public Relations

EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

Form of Special Power of Attorney

SPECIAL POWER OF ATTORNEY

STATE OF MARYLAND)
) ss.:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that [NAME OF BORROWER], a [Delaware][Maryland] corporation (“Debtor”), having an office at 4501 Forbes Boulevard, Suite 200, Lanham, Maryland 20706, hereby appoints and constitutes, severally, CapitalSource Finance LLC (“Secured Party”), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, among Debtor, certain of its affiliates and Secured Party (the “Security Agreement”) and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all “Obligations”, as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: July __, 2006

[NAME OF BORROWER]

By: _____

Title: _____

STATE OF MARYLAND)
) ss.:
COUNTY OF _____)

On the ___ day of July, 2006, before me personally came _____,
to me known, who being duly sworn, did depose and say that he is the _____
of [NAME OF BORROWER], the corporation which executed the foregoing instrument and that
he signed his/her name thereto by order of the Board of Directors of said corporation.

Notary Public