

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nusil Technology LLC		10/24/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The Royal Bank of Scotland plc		
Street Address:	101 PARK AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10178		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2464950	VERSASIL3	
Registration Number:	2570589	NUSIL	
Registration Number:	2772992	LIGHTSPAN	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038264-0029 (SECURITY AGT)		
NAME OF SUBMITTER:	Anna T Kwan		

OP \$90.00 2464950

Signature:

/Anna T Kwan/

Date:

11/30/2006

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 24, 2006 is entered into by NUSIL TECHNOLOGY LLC, a Delaware limited liability company, (the "Grantor") and The Royal Bank of Scotland plc, as Collateral Agent for the Secured Parties (the "Collateral Agent").

Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement, dated as of October 24, 2006, among the Grantor, certain affiliates of the Grantor and the Secured Parties (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantor is granting a security interest to the Secured Parties in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Collateral Agent hereby agree as follows:

(i) Grant of Security Interest

(a) Grantor hereby grants to the Collateral Agent, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

(iii) Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND

ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Collateral Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

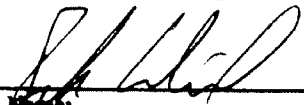
(v) Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

NUSIL TECHNOLOGY LLC

By: 
Name: _____
Title:

[Signature page to Trademark Security Agreement]

STATE OF Virginia
COUNTY OF Albemarle SS:

On _____, before me, the undersigned, a notary public in and for said state and county, personally appeared Frank H. Winslow personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the _____, on behalf of NUSIL TECHNOLOGY LLC, a Delaware limited liability company, the limited liability company therein named, and acknowledged to me that the limited liability company executed the within instrument pursuant to its limited liability company agreement or a resolution of its board of directors.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

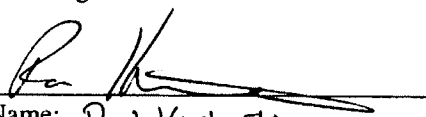
(NOTARIAL STAMP OR SEAL)


Notary Public

My Commission Expires:

January 31, 2007

THE ROYAL BANK OF SCOTLAND PLC,
as Collateral Agent

By: 
Name: Ron Kambowitz
Title: Managing Director

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 003436 FRAME: 0332

TRADEMARK SECURITY AGREEMENT

U.S. REGISTERED TRADEMARKS

<u>MARK</u>	<u>SER. NO.</u>	<u>APP. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>OWNER</u>
VERSASIL3	75/674,209	04/05/1999	2,464,950	07/03/2001	NuSil Technology LLC
NUSIL	75/674,237	04/05/1999	2,570,589	05/21/2002	NuSil Technology LLC
LIGHTSPAN	76/240,412	04/14/2001	2,772,992	10/14/2003	NuSil Technology LLC