

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Catapult Learning, LLC		01/31/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	P.O. Box 2558		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77252		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78624093	CATAPULT ONLINE CLICK IT. LEARN IT.	
Serial Number:	78710250	AMAZING STORIES AND ESSAYS WITH A TWIST	
Serial Number:	78624066	CATAPULT ONLINE	
Serial Number:	78624040	CATAPULT ONLINE	
Serial Number:	78710225	TWISTORIES	
Serial Number:	78700482	CATAPULT HOME CONNECTION	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7609		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Kirstie Howard, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		

OP \$165.00 78624093

ATTORNEY DOCKET NUMBER:	509265/0967
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	02/06/2007
Total Attachments: 7 source=CatLrnTS#page1.tif source=CatLrnTS#page2.tif source=CatLrnTS#page3.tif source=CatLrnTS#page4.tif source=CatLrnTS#page5.tif source=CatLrnTS#page6.tif source=CatLrnTS#page7.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of January 31, 2007 is made by CATAPULT LEARNING, LLC, a Delaware limited liability company (the “Obligor”), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of April 27, 2004 (as amended and restated by the Amended and Restated Credit Agreement dated as of April 28, 2005 and as further amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among EDUCATE OPERATING COMPANY, LLC, a Delaware limited liability company and the indirect parent of Obligor (the “Borrower”), the Lenders, MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., as Documentation Agent, and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans (as defined in the Credit Agreement) and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of April 27, 2004 and amended on April 28, 2005, in favor of the Agent (together with all additional amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants to the Agent, for the ratable benefit of the Secured Parties, a continuing security interest in the Patents (including, without limitation, those items listed on Schedule A hereto) now owned or at

any time hereafter acquired by such Obligor in which such Obligor now has or at any time in the future may acquire any right, title or interest, as collateral security to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

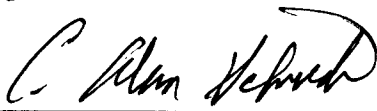
SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 2A day of January, 2007.

CATAPULT LEARNING, LLC
as Obligor

By: 
Name: C. ALAN SCHROEDER
Title: VICE PRESIDENT & SECRETARY

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 31 day of January, 2007.

CATAPULT LEARNING, LLC
as Obligor

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By:  _____
Name: Kathryn A. Duncan
Title: Managing Director

ACKNOWLEDGMENT OF OBLIGOR

STATE OF Maryland)
COUNTY OF Anne Arundel)^{SS}

On the 24 day of January, 2007, before me personally came C. Alan Schroeder, who is personally known to me to be the Vice President Secretary of CATAPULT LEARNING, LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the Vice President + Secretary in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such limited liability company; and that she/he acknowledged said instrument to be the free act and deed of said limited liability company.

Lauri Rice Gajkowski
Notary Public
Lauri Rice Gajkowski
My Commission Expires: 2-28-2010

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
CATAPULT ONLINE CLICK IT. LEARN IT.	78/624,093
AMAZING STORIES AND ESSAYS WITH A TWIST	78/710,250
CATAPULT ONLINE (and design)	78/624,066
CATAPULT ONLINE (and design)	78/624,040
TWISTORIES	78/710,225
CATAPULT HOME CONNECTION	78/700,482