

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HOP, LLC		01/31/2007	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	P.O. Box 2558
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77252
<b>Entity Type:</b>	National Banking Association:

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Serial Number:	78974786	HOOKED ON BABY
Serial Number:	78972870	THE SURE THING FOR KINDERGARTEN SUCCESS!
Serial Number:	78972858	THE SURE THING FOR MATH SUCCESS!
Serial Number:	78972861	THE SURE THING FOR PRE-K SUCCESS!
Serial Number:	78972855	THE SURE THING FOR READING SUCCESS!
Serial Number:	78977615	HOOKED ON
Serial Number:	78771020	BOOK IN A CAN
Serial Number:	78711289	HOOKED ON
Serial Number:	78682062	HOOKED ON LEARNING
Serial Number:	78711190	HOOKED ON HOMEWORK
Serial Number:	78711194	HOOKED ON HOMEWORK HELP
Serial Number:	78812849	HOOKED ON SHAPES
Serial Number:	78812851	HOOKED ON COLORS

OP \$490.00 78974786

Serial Number:	78812856	HOOKED ON NUMBERS
Serial Number:	78771007	HOOKED ON HANDWRITING
Serial Number:	78771009	HOOKED ON WRITING
Serial Number:	78771014	HOOKED ON ENGLISH
Serial Number:	78771017	HOOKED ON SPANISH
Serial Number:	78771018	HOOKED ON SCIENCE

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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

ATTORNEY DOCKET NUMBER:	509265/0967
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	02/06/2007

**Total Attachments: 7**  
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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 HOP, 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 21 day of January, 2007.

HOP, LLC  
as Obligor

By: C. Alan Schroeder  
Name: C. ALAN SCHROEDER  
Title: VICE PRESIDENT + SECRETARY

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

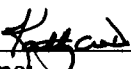
By: \_\_\_\_\_  
Name:  
Title:

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.

HOP, 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 )<sup>ss</sup>

On the 24<sup>th</sup> day of January, 2007, before me personally came C. Alan Schroeder, who is personally known to me to be the Vice President + Secretary of HOP, 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.

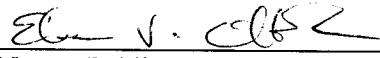
Lauri Rice Czajkowski  
Notary Public  
Lauri Rice Czajkowski  
My Commission Expires: 2-28-2010

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York )  
 ) ss  
COUNTY OF New York )

On the 31<sup>st</sup> day of January, 2007, before me personally came Kathryn A. Duncan, who is personally known to me to be the Managing Director of JPMORGAN CHASE BANK, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Managing Director in such national banking association, the national banking association 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 national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.

  
Notary Public E. J. Clark  
Notary in the State of New York  
No. 109473519  
City and County  
Commission Expires March 30, 2007

(PLACE STAMP AND SEAL ABOVE)



**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
HOOKED ON BABY	78/974,786
THE SURE THING FOR KINDERGARTEN SUCCESS!	78/972,870
THE SURE THING FOR MATH SUCCESS!	78/972,858
THE SURE THING FOR PRE-K SUCCESS!	78/972,861
THE SURE THING FOR READING SUCCESS	78/972,855
HOOKED ON	78/977,615
BOOK IN A CAN	78/771,020
HOOKED ON	78/711,289
HOOKED ON LEARNING	78/682,062
HOOKED ON HOMEWORK	78/711,190
HOOKED ON HOMEWORK HELP	78/711,194
HOOKED ON SHAPES	78/812,849
HOOKED ON COLORS	78/812,851
HOOKED ON NUMBERS	78/812,856
HOOKED ON HANDWRITING	78/771,007
HOOKED ON WRITING	78/771,009
HOOKED ON ENGLISH	78/771,014
HOOKED ON SPANISH	78/771,017
HOOKED ON SCIENCE	78/771,018