

**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
Education Direct Acquisition Sub, Inc.		03/27/2007	CORPORATION: PENNSYLVANIA
Education Direct, Inc.		03/27/2007	CORPORATION: PENNSYLVANIA
Penn Foster Education Group, Inc.		03/27/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation, as Agent
Street Address:	2325 Lakeview Parkway
Internal Address:	Suite 700
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30004
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	0983060	DIAL-A-QUESTION
Registration Number:	1472707	NATIONAL LEARNING SYSTEMS
Serial Number:	78729961	PENN FOSTER CAREER SCHOOL
Serial Number:	78717454	PENN FOSTER COLLEGE
Serial Number:	78717442	PENN FOSTER HIGH SCHOOL
Registration Number:	1316190	TEL-TEST

**CORRESPONDENCE DATA**

Fax Number: (404)572-5128  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 4045723427  
 Email: slee@kslaw.com

CH \$165.00 0983060

Correspondent Name: King & Spalding LLP  
Address Line 1: 1180 Peachtree Street, N.E.  
Address Line 2: c/o Semi Lee  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09636.015023 SEMI6983
NAME OF SUBMITTER:	Semi Lee
Signature:	/Semi Lee/
Date:	03/28/2007

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 27, 2007, by each of the entities listed on the signature pages hereof (each a "Grantor" and collectively, the "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantors, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrower and guaranteed by Grantors;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby grant to Agent, for itself and the benefit of the Lenders, a continuing first priority security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing Trademarks and Trademark Licenses;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantors against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Agent 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.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EDUCATION DIRECT ACQUISITION  
SUB, INC.

By:   
Name: KENNETH BRYANT  
Title: SECRETARY

PENN FOSTER EDUCATION GROUP,  
INC.

By:   
Name: KENNETH BRYANT  
Title: SECRETARY

EDUCATION DIRECT, INC.

By:   
Name: KENNETH BRYANT  
Title: SECRETARY

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION

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

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EDUCATION DIRECT ACQUISITION  
SUB, INC.

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

PENN FOSTER EDUCATION GROUP,  
INC.

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

EDUCATION DIRECT, INC.

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

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION

By:  \_\_\_\_\_  
Name: **Eilon Weaver**  
Title: **Duly Authorized Signatory**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 003510 FRAME: 0120

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF New York  
COUNTY OF New York

ss.

On this \_\_\_ day of March, 2007 before me personally appeared Kenneth Bryant, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of each Company listed below, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

{seal}

LESCENE GIBBONS  
Notary Public, State of New York  
No. 01G16044509  
Qualified in New York County  
Commission Expires July 10, 20 12

"Company" means Education Direct Acquisition Sub, Inc.,  
Education Direct, Inc. and Penn Foster Education  
Group, Inc.

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

## Schedule I

### Trademarks

Trademark Name	Country	Owner	Class(es)	Application Number/ Date	Registration Number/ Date	Renewal Date
CAREERLINE	Canada	Education Direct, Inc.	16, 41		TMA445,788 04-Aug-1995	04-Aug-2010
CAREERLINE and Design	Canada	Education Direct, Inc.	16, 41		TMA452,091 22-Dec-1995	22-Dec-2010
CENTRE DE PERFECTIONNEMENT ET DE FORMATION ICS	Canada	Education Direct, Inc.	9, 16, 41		TMA493,809 28-Apr-1998	28-Apr-2013
DIAL-A-QUESTION	USA	Education Direct, Inc.	35	72,441,359 16-Nov-1972	983,060 30-Apr-1974	30-Apr-2014
HOME LEARNING and Design	Canada	Education Direct, Inc.	16		TMA526,814 19-Apr-2000	19-Apr-2015
LEARNING SYSTEMS and Design	Canada	Education Direct, Inc.	9, 16, 41		447,004 01-Sep-1995	01-Sep-2010
NATIONAL LEARNING SYSTEMS	USA	Education Direct, Inc.	16	73,641,364 27-Jan-1987	1,472,707 12-Jan-1988	12-Jan-2008
PENN FOSTER	Canada	Education Direct, Inc.	41	1,274,028 29-Sep-2005		
PENN FOSTER	European Community	Education Direct, Inc.	9; 16; 41	4663209 30-Sep-2005	4663209 14-Sep-2006	30-Sep-2015
PENN FOSTER CAREER SCHOOL	USA	Education Direct, Inc.	41	78,729,961 10-Oct-2005		
PENN FOSTER COLLEGE	USA	Education Direct, Inc.	41	78,717,454 21-Sep-2005		
PENN FOSTER HIGH SCHOOL	USA	Education Direct, Inc.	41	78,717,442 21-Sep-2005		
TEL-TEST	USA	Education Direct, Inc.	41	73,428,890 06-Jun-1983	1,316,190 22-Jan-1985	22-Jan-2015
I.C.S.	Canada	Education Direct, Inc.	41		TMA101224 8/19/1955	8/19/2015
I.C.S.	Canada	Education Direct, Inc.	16	6793500	TMDA014,192 1/16/1909	9/1/2017
ICS and Globe Design	Canada	Education Direct, Inc.	16, 41		TMA130,705 4/26/1963	4/26/2008
CENTRE DE PERFECTIONNEMENT ET DE FORMATION ICS and	Canada	Education Direct, Inc.	9, 16, 41		TMA493,807 4/28/1998	4/28/2013



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Design							
ICS LEARNING SYSTEMS	Canada	Education Direct, Inc.	9, 16, 41		454201 2/16/1996	2/16/2011	
ICS LEARNING SYSTEMS and Design	Canada	Education Direct, Inc.	9, 16, 41		TMA459,113 6/7/1996	6/7/2011	
ICS, LE PURVOIR DE CHOISIR (To Be Able to Choose)	Canada	Education Direct, Inc.	9, 16, 41		TMA493,871 5/1/1998	5/1/2013	
INTERNATIONAL CORRESPONDENCE SCHOOLS	Canada	Education Direct, Inc.	16, 41		TMA493,536 4/22/1998	4/22/2013	
INTERNATIONAL CORRESPONDENCE SCHOOLS 1890 and Design	Canada	Education Direct, Inc.	16		TMA507,794 2/9/1999	2/9/2014	