

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	07/19/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
New Horizons Education Corporation		05/07/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Camden Partners Strategic III, LLC
Street Address:	500 East Pratt Street, Suite 1200
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21202
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	77115943	LEARNING PORT

**CORRESPONDENCE DATA**

Fax Number: (703)610-6200  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 703-610-6100  
 Email: boxip@hhlaw.com  
 Correspondent Name: Valerie Brennan, Hogan & Hartson L.L.P.  
 Address Line 1: 8300 Greensboro Drive, Suite 1100  
 Address Line 2: Box Intellectual Property  
 Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	88055.11
NAME OF SUBMITTER:	Valerie Brennan

CH \$40.00 77115943

Signature:	/vb/
Date:	05/18/2007
<b>Total Attachments: 4</b> source=New Horizons-Camden security agreement#page1.tif source=New Horizons-Camden security agreement#page2.tif source=New Horizons-Camden security agreement#page3.tif source=New Horizons-Camden security agreement#page4.tif	

TRADEMARK SECURITY AGREEMENT  
(by New Horizons Education Corporation)

WHEREAS, New Horizons Education Corporation, a Delaware corporation (“Grantor”) owns the trademarks and trademark applications listed on Schedule I annexed hereto; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of July 19, 2006 (the “Security Agreement”; all capitalized terms defined in the Security Agreement and not otherwise defined herein have the meanings provided for in the Security Agreement), between Grantor, affiliates of Grantor and Camden Partners Strategic III, LLC (“Grantee”), Grantor has granted to Grantee, as Administrative Agent on behalf of the Secured Parties, a security interest in, including without limitation, all right, title and interest of Grantor in, to and under all Trademark Collateral (as defined below), to secure the prompt, full and faithful payment and performance when due of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as collateral security for the prompt, full and faithful payment and performance when due of the Secured Obligations, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

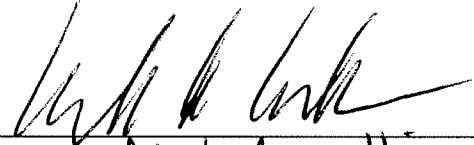
all present and future: (i) trademarks, trade names, trade styles, service marks, all prints and labels on which said trademarks, trade names, trade styles and service marks appear, have appeared, or will appear, and all designs and general intangibles of a like nature, all applications, registrations, and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any state thereof, or any political subdivision thereof, or in any other countries, and all reissues, extensions, and renewals thereof (the “Trademarks”), including those registered and applied-for trademarks, terms, designs and applications described in Schedule I attached hereto and made a part hereof, and (ii) 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.

This security interest is granted in confirmation of the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 7 day of May, 2007.

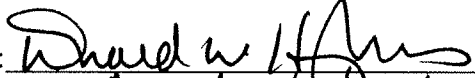
NEW HORIZONS EDUCATION CORPORATION

By:   
Name: Mark A. Miller  
Title: CEO

Agreed and Accepted as of the

\_\_ day of \_\_\_\_\_, 2007

CAMDEN PARTNERS STRATEGIC III, LLC,  
as Administrative Agent for the Lenders

By:   
Name: Donald W. Douglas  
Title: Member

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

Schedule I to Trademark Security Agreement

**Pending Trademark Application**

<b>Country</b>	<b>Trademark Name</b>	<b>Class(es)</b>	<b>App. No.</b>	<b>Filing Date</b>
United States	LEARNING PORT	42	77115943	2/26/07

TRADEMARK SECURITY AGREEMENT

WBA - 088055/000011 - 224461 v1

**RECORDED: 05/18/2007**

**TRADEMARK  
REEL: 003545 FRAME: 0249**