

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Plato, Inc.		06/04/2007	CORPORATION:
Lightspan, Inc.		06/04/2007	CORPORATION:
Cybered, Inc.		06/04/2007	CORPORATION:
Plato Learning, Inc.		06/04/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as agent
Street Address:	One Boston Place
Internal Address:	18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 68

Property Type	Number	Word Mark
Registration Number:	2490990	LIGHTSPAN
Registration Number:	2519956	
Registration Number:	2571150	ACADEMIC SYSTEMS A
Registration Number:	2571152	ACADEMIC SYSTEMS
Registration Number:	2412519	EDUTEST.COM
Registration Number:	2301904	EDUTEST.COM
Registration Number:	2097823	
Registration Number:	2107145	EDUTEST
Registration Number:	2489364	LIGHTSPAN ADVENTURES
Registration Number:	2578970	LIGHTSPAN ADVENTURES
Registration Number:	2341974	CALAMITY

TRADEMARK

900078900

REEL: 003557 FRAME: 0864

CH \$1715.00 2490990

Registration Number:	2280144	COSMIC COOKOFF
Registration Number:	2166627	CREATIVE CAMP
Registration Number:	2168645	CREATIVE ISLE
Registration Number:	2269913	FAIRE GAMES
Registration Number:	2336811	K9.5
Registration Number:	2124084	LIQUID BOOKS
Registration Number:	2057788	LIQUID BOOKS
Registration Number:	2480310	MATH GALLERY
Registration Number:	2162927	MATH ON THE MOVE!
Registration Number:	2239845	MONA & MOKI
Registration Number:	2226612	PK'S MATH STUDIO
Registration Number:	2183061	THE QUADDLE FAMILY MYSTERIES
Registration Number:	2112608	THE SECRET OF GOOGOL
Registration Number:	2541419	THE THREE DECODERS
Registration Number:	2224821	TIMELESS JADE TRADE
Registration Number:	2162929	TIMELESS MATH
Registration Number:	2129372	THE LIGHTSPAN NETWORK
Registration Number:	2453600	LEARNING SEARCH
Registration Number:	2264911	STUDY WEB
Registration Number:	1986537	GLOBAL SCHOOLHOUSE
Registration Number:	2476133	BRAINSWARM
Registration Number:	2241343	CARLOS AT THE RACES!
Registration Number:	2242167	DAPHNE AND THE SEVENTH WONDER!
Registration Number:	2304919	GOOGOL GULCH
Registration Number:	2237853	HOOPO AT SEA!
Registration Number:	2312600	LIVE IN AIREDALE
Registration Number:	2312599	PEOPLE AND TRADITIONS
Registration Number:	2393869	SPACE FLIGHT RESCUE
Registration Number:	2333895	THE NATURAL WORLD
Registration Number:	2237854	THE TAIL-WAG TOUR
Registration Number:	2517954	THE WANDERING PATH
Registration Number:	2237859	WE ARE THE DOGS
Registration Number:	2237856	WEBTUNES
Registration Number:	2493540	DR. DABADDA
Registration Number:	2365326	P.K. MACAW

Registration Number:	2496498	P.K. MACAW
Registration Number:	2164800	MARS MOOSE
Registration Number:	2368152	ED-MAIL
Registration Number:	2129373	LIGHTSPAN LOCAL CONNECT
Registration Number:	1233392	PLATO
Registration Number:	1202574	PLATO
Registration Number:	1022888	PLATO
Registration Number:	1153895	PLATO
Registration Number:	1098369	PLATO
Registration Number:	1090872	PLATO
Registration Number:	3001321	PLATO
Registration Number:	2351383	CYBER ED
Registration Number:	2351384	FUTURE EDUCATION TODAY
Registration Number:	2414988	NETSCHOOLS
Registration Number:	2223145	STUDYPRO
Serial Number:	76521617	NEW MEDIA
Registration Number:	3096240	PLATO LEARNING
Serial Number:	76509415	PLATO LEARNING
Serial Number:	78873254	PLATO LEARNING
Serial Number:	78873252	PLATO
Serial Number:	78873247	ACADEMIC SYSTEMS
Serial Number:	78795469	STRAIGHT CURVE

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-756-2494
 Email: watt.wanapha@srz.com
 Correspondent Name: Watt Wanapha
 Address Line 1: 919 Third Avenue
 Address Line 2: 19th Floor
 Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	025983.0127
NAME OF SUBMITTER:	Watt Wanapha (025983.0127)
Signature:	/kc for ww/

Date:

06/06/2007

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 4th day of June, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") among PLATO Learning, Inc. ("Parent"), each of its Subsidiaries party thereto as "Borrowers" (each a "Borrower", and individually and collectively, jointly and severally, "Borrowers"), each of Parent's Subsidiaries signatory thereto as Guarantors (such Subsidiaries, collectively with Parent, "Guarantors"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof, and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated of even 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 the benefit of Lender Group and the Bank Product Provider, 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, each Grantor hereby agrees as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such Grantor's 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 Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

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

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and

that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

IN WITNESS WHEREOF, each 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.

GRANTORS:

PLATO, INC.

By: 

Name: Steven R. Schuster

Title: Vice President, Treasurer and Secretary

LIGHTSPAN, INC.

By: 

Name: Steven R. Schuster

Title: Vice President, Treasurer and Secretary

CYBERED, INC.

By: 

Name: Steven R. Schuster

Title: Vice President, Treasurer and Secretary

PLATO LEARNING, INC.

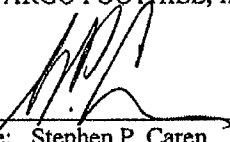
By: 

Name: Steven R. Schuster

Title: Vice President, Treasurer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Agent

By: 
Name: Stephen P. Caren
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

The Grantors' Trademarks and Registrations are as follows:

Country	Mark	Classes	Serial Number	Registration Number	Registration Date
US	LIGHTSPAN	9, 16, 25 & 28	74526487	2490990	9/18/2001
US	Lightspan & Design (Lightning)	9, 16	76220576	2519956	12/18/2001
US	Academic Systems and Design	9, 16	76178613	2571150	5/21/2002
US	ACADEMIC SYSTEMS	9, 16	76179314	2571152	5/21/2002
US	eduTest.com and Design	41	75889580	2412519	12/20/2000
US	eduTech.com	41	75552116	2301904	12/21/1999
US	eduTest Lightbulb Cartoon	41	75194667	2097823	9/16/1997
US	EDUTEST	41	75187171	2107145	10/21/1997
US	Lightspan Adventures	9, 16	75980645	2489364	9/11/2001
US	Lightspan Adventures (Design)	9	75324321	2578970	6/11/2002
US	Calamity	9, 16	75978988	2341974	4/11/2000
US	Cosmic Cookoff (&CD)	9	75978531	2280144	9/21/1999
US	Creative Camp (&CD)	9, 16, 28	75976903	2166627	6/16/1998
US	Creative Isle (&CD)	9, 16, 28	75976943	2168645	6/23/1998
US	Faire Games (&CD)	9	75978267	2269913	8/10/1999
US	K9.5	9, 16	75978559	2336811	3/28/2000
US	Liquid Books	16, 28	74560918	2124084	12/23/1997
US	Liquid Books	9	74545917	2057788	4/29/1997
US	Math Gallery	9, 16	75488511	2480310	8/21/2001
US	Math on the Move!	9, 16, 28	75976988	2162927	6/2/1998
US	Mona & Moki	9, 16	75978081	2239845	4/13/1999
US	P.K.'s Math Studio (&CD)	9, 16	75234545	2226612	2/23/1999
US	The Quaddle Family Mysteries	9, 16, 28	75977336	2183061	8/18/1998
US	The Secret of Googol	9	74587539	2112608	11/11/1997
US	The Three Decoders	9, 16	75916138	2541419	2/19/2002
US	Timeless Jade Trade (&CD)	9, 16	75977830	2224821	2/16/1999
US	Timeless Math	9, 16, 28	75977046	2162929	6/2/1998
US	The Lightspan Network	41, 42	75046991	2129372	1/13/1998
US	Learning Search	41, 42	75540650	2453600	5/22/2001
US	StudyWeb	41	75505994	2264911	7/27/1999
US	Global Schoolhouse	38	74548289	1986537	7/16/1996
US	Branswarm	9, 16	75496028	2476133	8/7/2001
US	Carlos at the Races!	9, 16	75978045	2241343	4/20/1999
US	Daphne and the Seventh Wonder!	9, 16	75978044	2242167	4/27/1999
US	Googol Gulch	9, 16	75978817	2304919	12/28/1999
US	Hoopo at Sea!	9, 16	75978003	2237853	4/6/1999
US	Live in Airedale	9, 16	75978820	2312600	1/25/2000
US	People and Traditions	9, 16	75978818	2312599	1/25/2000
US	Space Flight Rescue	9, 16	75385711	2393869	10/10/2000
US	The Natural World	9, 16	75978815	2333895	3/21/2000
US	The Tail-Wag Tour	9, 16	75978004	2237854	4/6/1999
US	The Wandering Path	9, 16	75609832	2517954	12/11/2002

Country	Mark	Classes	Serial Number	Registration Number	Registration Date
US	We are the Dogs	9, 16	75978043	2237859	4/6/1999
US	Webtunes	9, 16	75978008	2237856	4/6/1999
US	Dr. Dabadda	9, 16	75979342	2493540	9/25/2001
US	P.K. Macaw	9	75978819	2365326	7/4/2000
US	P.K. Macaw	16	75324104	2496498	10/9/2001
US	Mars Moose	9, 16, 28	75976986	2164800	6/9/1998
US	Ed-Mail	38	75667627	2368152	7/18/2000
US	Lightspan Local Connect	41, 42	75046992	2129373	1/13/1998

Note: ALL trademarks on first two pages are owned by Lightspan, Inc.

Country	Mark	Registration Number	9	16	35	41	42	Next Renewal
Austria	PLATO	87,474	X	X		X		2/28/2008
Benelux (Belgium, The Netherlands and Luxembourg)	PLATO	348,224	X	X				9/6/2007
Brunei Darussalam	PLATO	10,821		X				3/12/2012
Bulgaria	PLATO	11,273	X	X				9/22/2007
Canada	PLATO	TMA 247,944	X	X		X		7/11/2010
China (Peoples Republic)	PLATO	854592 863,531 857,885	X	X			X	7/13/16 8/13/06 7/20/16
Costa Rica	PLATO	53640 21,274		X X				2/28/08 2/28/08
Czech Republic (aka Czechoslovakia, Slovakia or Slovak Republic)	PLATO	163,875	X	X		X		9/7/2007
Dominican Republic	PLATO	26,900		X				10/5/2017
Egypt	PLATO	53,550		X				9/12/2007
European Community (CTM)	PLATO	143115 002701860	X	X		X X	X	4/1/2006 5/20/12
France	PLATO	1,421,806	X	X		X		8/6/2007
Germany	PLATO	975,043	X	X				9/30/2007
Greece	PLATO	59,657	X	X				9/13/2007
Hong Kong	PLATO	568/1989		X				1/29/2009
Hungary	PLATO	121,372	X	X		X		9/27/2007
Iceland	PLATO	398/1977	X	X		X		12/20/2007
Iran	PLATO	47,978	X	X	X			9/10/2007
Ireland	PLATO	B99569		X				3/19/2011
Italy	PLATO	822371 (formerly 352330)	X	X		X		9/29/2007
Japan	PLATO	1,809,366	X					9/27/2015
Korea	PLATO	Registration 16007				X		5/8/2016
Malaysia (Sarawak)	PLATO	A25,420	X					7/13/2013
Malaysia (Malaya)	PLATO	M/89882		X				3/19/2012
Malaysia (Sabah)	PLATO	S/027615		X				3/19/2012
Morocco	PLATO	27,833	X	X		X		9/25/2017
Paraguay	PLATO	220,997		X				12/16/2007
Philippines	PLATO	40632 41,512	X X	X		X		8/26/08 10/17/08
Puerto Rico	PLATO	43958 43,957	X			X		10/13/08 10/31/08
Romania	PLATO	10,190	X			X		10/25/2007
Russian Federation	PLATO	61,436	X	X		X		10/4/2007
Singapore	PLATO	B1126/81 T82/03453G B3453/82	X X	X				3/17/12 7/5/13 7/5/13
Spain	PLATO	903,532				X		3/13/2009
Switzerland	PLATO	P292,372	X	X				9/28/2007

Taiwan	PLATO	15784 727,761 720,386	Class1 X	X				3/15/05 9/15/06 6/30/06
Tangier	PLATO	R11,771	X	X				9/6/2016
United Kingdom	PLATO	B1083449 1,287,557 1,090,872 B1083448	X	X X X		X		9/12/08 10/9/07 5/9/08 9/12/08
United States	PLATO	1233392 1,202,574 1,022,888 1,153,895 1,098,369 1090872	X X	X X		X X		4/5/13 7/27/12 10/14/15 5/12/11 8/1/08 5/9/08
United States	PLATO	3,001,321	X		X	X		9/27/2015
South Africa (Bophuthatswana or Venda)	PLATO	B3980/77 B79/3237 93/11972		X		X	X	9/6/07 6/26/09 12/14/03

OTHER:

United States	CYBER ED	2,351,383						
United States	FUTURE EDUCATION TODAY	2,351,384						
United States	NETSCHOOLS	2,414,988	X		X	X	X	(plus Class 37)
United States	STUDYPRO	2,223,145						
United Kingdom	NEW MEDIA	2,272,508						
Mexico	PLATON	502087, 511950, 502086	X	X		X		1/23/05 9/22/05 1/23/05

Applications:

United States	NEW MEDIA	76/521,617	X			X		
United States	NEW MEDIA & device	2003/10804-5	X	X				
CTM (15 European countries)	CYBERED		X	X	X			

REGISTRATIONS:

Australia	PLATO Learning & star man design (2003)	976,310	X	X		X		10/29/2013
European Community (CTM)	PLATO Learning & star man design (2003)	3181302	X	X		X	X	5/19/2013
Mexico	PLATO Learning & star man design (2003)	855505 855272 855010	X	X		X		9/8/2014 9/8/2014 9/8/2014
Puerto Rico	PLATO Learning & star man design (2003)	61,211		X				9/22/2015
UAE (United Arab Emirates)	PLATO Learning & star man design (2003)	52025 52024 52023	X	X		X		2/15/2014 2/15/2014 2/15/2014
United States	PLATO Learning & star man design (2003)	3096240	X	X		X		5/23/2016

APPLICATIONS:

Canada	PLATO Learning & star man design (2003)	Application Serial No. 1,260,117	X	X		X		
India	PLATO Learning & star man design (2003)	Appl.No. 1249318	X	X		X		
South Africa (Bophuthatswana or Venda)	PLATO Learning & star man design (2003)	Appl.2003/19080	X					4/27/06 accepted
United States	PLATO Learning & star man design (2003)	Application 76/509,415			X			
Canada	PLATO Learning design (2006)		X	X		X		
European Community (CTM)	PLATO Learning design (2006)	5063722	X	X		X		
South Africa	PLATO Learning design (2006)	2006/09804 2006/09805 2006/09806	X	X		X		
United States	PLATO Learning design (2006)	78/873254	X	X		X		
Canada	PLATO & starman design (2006)		X	X		X		
European Community (CTM)	PLATO & starman design (2006)	5063706	X	X		X		
South Africa	PLATO & starman design (2006)	2006/09801 2006/09802 2006/09803	X	X		X		
United States	PLATO & starman design (2006)	78/873252	X	X		X		
Canada	Academic Systems design (2006)		X	X		X		
European Community (CTM)	Academic Systems design (2006)		X	X		X		
South Africa	Academic Systems design (2006)	2006/09798 2006/09799 2006/09800	X	X		X		
United States	Academic Systems design (2006)	78/873247	X	X		X		
Canada	Straight Curve design (2006)		X	X		X		
European Community (CTM)	Straight Curve design (2006)	005063748	X	X		X		
South Africa	Straight Curve design (2006)	2006/09807 2006/09808 2006/09809	X	X		X		
United States	Straight Curve design (2006)	78/795469	X	X		X		

Int'l. Classifications Definitions of Class Goods

Class 9: <i>Goods</i>	Scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signaling, checking (supervision), lifesaving and teaching apparatus and instruments; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operating apparatus; cash registers, calculating machines, data processing equipment and computers; fire-extinguishing apparatus. <i>NOTE: computer programs, downloadable from a global computer network moved from class 42 to class 9.</i>
Class 16: <i>Goods</i>	Paper, cardboard and goods made from these materials, not included in other classes; printed matter; book binding material; photographs; stationery; adhesives for stationery or household purposes; artists' materials; paint brushes; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); playing cards; printers' type; printing blocks.
Class 35: <i>Services</i>	Advertising; business management; business administration; office functions; retail store services. <i>NOTE: Services dealing with retail are included in Class 35.</i>
Class 41: <i>Services</i>	Education; providing of training; entertainment; sporting and cultural activities.
Class 42: <i>Services</i>	Scientific and technological services and research and design relating thereto; industrial analysis and research services; design and development of computer hardware and software; legal services. <i>NOTE: Includes: design and development of computer hardware and software</i>