

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Second Lien Security Interest in Trademark Rights		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sylvan Learning, Inc.		06/14/2007	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Wilmington Trust Company, as Collateral Agent
<b>Street Address:</b>	Rodney Square North
<b>Internal Address:</b>	1100 North Market Street
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19890
<b>Entity Type:</b>	Banking Corporation: DELAWARE

PROPERTY NUMBERS Total: 54

Property Type	Number	Word Mark
Serial Number:	76583817	ACE IT!
Serial Number:	76589486	ACE IT! TUTORING
Registration Number:	2880091	ACHIEVEENGLISH
Registration Number:	2863428	ACHIEVEMATH
Registration Number:	2939094	ACHIEVEREADING
Registration Number:	2572252	ADVANCED YOUTH SCHOLAR PROGRAM
Registration Number:	2894998	BAILEY BOOKMARK
Registration Number:	2616897	
Registration Number:	2553024	BOOK ADVENTURE
Registration Number:	2638273	CAREER STARTERS
Serial Number:	78693659	CONFIDENCE CHECK
Registration Number:	2487732	
Registration Number:	2913626	EARLYLEARNERS

OP \$1365.00 76583817

Serial Number:	77003072	IN HOME TUTORING
Registration Number:	2714425	LEARNING FEELS GOOD
Registration Number:	2774355	LOG ON. LEARN
Registration Number:	2748188	MATH ESSENTIALS
Registration Number:	2885001	
Registration Number:	2929120	
Serial Number:	78731618	
Serial Number:	78821956	MOTIVATION STATION
Serial Number:	78821978	MOTIVATION STATION
Serial Number:	77003096	PERSONALIZED PLANNING SESSION
Serial Number:	78917026	PREPERMINTS
Serial Number:	78917051	PREPERMINTS
Registration Number:	2894999	REX READER
Serial Number:	76471268	SOLUTIONSPLUS
Registration Number:	2503489	SUCCESS IS LEARNED
Registration Number:	2134672	SUCCESSFUL STUDENT
Serial Number:	76589359	SYLVAN
Registration Number:	1410891	SYLVAN
Registration Number:	2716440	SYLVAN ADVANTAGE
Registration Number:	1532383	SYLVAN CLEAR WRITING
Serial Number:	78817125	SYLVAN HOMEWORK ADVANTAGE
Serial Number:	77003053	SYLVAN IN HOME TUTORING
Serial Number:	78731600	SYLVAN LEARNING
Serial Number:	78731639	SYLVAN LEARNING
Serial Number:	78621215	SYLVAN LEARNING
Serial Number:	78689886	SYLVAN LEARNING
Serial Number:	78689941	SYLVAN LEARNING
Serial Number:	78689826	SYLVAN LEARNING
Serial Number:	78689859	SYLVAN LEARNING
Registration Number:	1330154	SYLVAN LEARNING CENTER
Registration Number:	2880180	SYLVAN LEARNING CENTER
Registration Number:	2944188	SYLVAN LEARNING CENTER
Registration Number:	3014643	SYLVAN LEARNING CENTER
Registration Number:	3014644	SYLVAN LEARNING CENTER LEARNING FEELS GOOD.
Registration Number:	1786045	SYLVAN LEARNING SYSTEMS

Serial Number:	76622462	SYLVAN ONLINE
Serial Number:	77003087	SYLVAN PERSONALIZED PLANNING SESSION
Registration Number:	2156097	SYLVAN SKILLS ASSESSMENT
Registration Number:	1812607	SYLVAN STUDY POWER
Registration Number:	2743151	SYLVAN VENTURES
Registration Number:	2587735	SYLVAN VENTURES

**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:	509265/1270
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	08/20/2007

**Total Attachments: 9**  
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GRANT OF  
SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of June 14, 2007 is made by SYLVAN LEARNING, INC., a Delaware corporation (the "Grantor"), in favor of WILMINGTON TRUST COMPANY, a Delaware banking corporation, as Collateral Agent (together with its successors and assigns in such capacity, the "Agent") for itself, for the Administrative Agent and for other financial institutions (the "Lenders") party to the Second Lien Credit Agreement, dated as of June 14, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among EDGE ACQUISITION CORPORATION (to be merged into EDUCATE, INC. with EDUCATE, INC. as the surviving entity), a Delaware corporation (the "Borrower"), the Lenders, BMO CAPITAL MARKETS, as syndication agent, JPMORGAN CHASE BANK, N.A., as administrative agent, and the Agent.

WITNESSETH:

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 Grantor and certain other subsidiaries of the Borrower have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of June 14, 2007 (together with all 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 Grantor pledged and granted to the Agent for the benefit of the Agent and the other Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor 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 Grantor 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 Grantor hereby pledges and grants to the Agent, for its benefit and for the ratable benefit of the other Secured Parties, a continuing security interest in the Trademarks (including, without limitation, those items listed on Schedule

A hereto) now owned or at any time hereafter acquired by such Grantor in which such Grantor 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 Grantor 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 Agent, for its benefit and for the ratable benefit of the other 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 Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor 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 14<sup>th</sup> day of ~~July~~ <sup>August</sup>, 2007.

SYLVAN LEARNING, INC.  
as Grantor

By: C. Alan Schroeder  
Name: C. Alan Schroeder  
Title: V.P.

WILMINGTON TRUST COMPANY  
as Collateral Agent for the Secured Parties

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 17<sup>th</sup> day of <sup>August</sup> ~~July~~, 2007.

SYLVAN LEARNING, INC.  
as Grantor

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

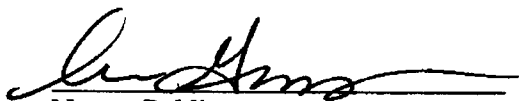
WILMINGTON TRUST COMPANY  
as Collateral Agent for the Secured Parties

By:   
Name: Kristin L. Moore  
Title: Senior Financial Services Officer

ACKNOWLEDGMENT OF GRANTOR

STATE OF )  
 ) ss  
COUNTY OF )

On the 14<sup>th</sup> day of ~~July~~ <sup>August</sup>, 2007, before me personally came C. Alon Schroeder, who is personally known to me to be the Vice President of SYLVAN LEARNING, INC., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation 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 corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public  
Commission Expires 5/31/2011

(PLACE STAMP AND SEAL ABOVE)



ACKNOWLEDGMENT OF COLLATERAL AGENT






STATE OF Delaware )  
COUNTY OF New Castle )<sup>SS</sup>

On the 11 day of July, 2007, before me personally came Kristen L. Moore, who is personally known to me to be the Secretary of WILMINGTON TRUST COMPANY, a Delaware banking corporation; who, being duly sworn, did depose and say that she/he is the Officer in such banking corporation, the banking corporation 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 banking corporation; and that she/he acknowledged said instrument to be the free act and deed of said banking corporation.









Patricia W. Zink  
Notary Public  
**PATRICIA W. ZINK**  
**Notary Public - State of Delaware**  
**My Comm. Expires July 12, 2009**  
(PLACE STAMP AND SEAL ABOVE)

**SCHEDULE A**


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

<b>Trademark</b>	<b>Registration or Serial Number</b>
Ace It!	76/583817
Ace It! Tutoring	76/589486
Achieveenglish	2,880,091
Achievemath	2,863,428
Achievreading	2,939,094
Advanced Youth Scholar Program	2,572,252
Bailey Bookmark	2,894,998
Design Only 	2,616,897
Book Adventure	2,553,024
Career Starters	2,638,273
Confidence Check	78/693659
Design Only 	2,487,732
Earlylearners	2,913,626
In Home Tutoring	77/003072
Learning Feels Good	2,714,425
Log On.Learn	2,774,355
Math Essentials	2,748,188
Design Only 	2,885,001
Design Only 	2,929,120
Design Only 	78/731,618
Motivation Station	78/821956
Motivation Station	78/821978
Personalized Planning Session	77/003096
Prepermints	78/917026
Prepermints	78/917051
Rex Reader	2,894,999

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Solutionsplus	76/471,268
Success is Learned	2,503,489
Successful Student	2,134,672
Sylvan	76/589359
Sylvan	1,410,891
Sylvan Advantage	2,716,440
Sylvan Clear Writing	1,532,383
Sylvan Homework Advantage	78/817125
Sylvan in Home Tutoring	77/003053
Sylvan Learning & Design 	78/731,600
Sylvan Learning & Design (Stylized) 	78/731639
Sylvan Learning	78/621215
Sylvan Learning and Design (color) 	78/689886
Sylvan Learning and Design (color) 	78/689941
Sylvan Learning and Design 	78/689826
Sylvan Learning and Design 	78/689859
Sylvan Learning Center	1,330,154
Sylvan Learning Center	2,880,180
Sylvan Learning Center	2,944,188
Sylvan Learning Center and Design (Logo) 	3,014,643
Sylvan Learning Center Learning Feels Good and Design 	3,014,644

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Sylvan Learning Systems	1,786,045
Sylvan Online	76/622462
Sylvan Personalized Planning Session	77/003087
Sylvan Skills Assessment	2,156,097
Sylvan Study Power	1,812,607
Sylvan Ventures & Design 	2,743,151
Sylvan Ventures	2,587,735

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