

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Grant of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Catapult Learning, LLC		06/14/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78710250	AMAZING STORIES AND ESSAYS WITH A TWIST
Serial Number:	78700482	CATAPULT HOME CONNECTION
Serial Number:	76578636	CATAPULT LEARNING
Serial Number:	76584563	CATAPULT LEARNING
Serial Number:	78624066	CATAPULT ONLINE
Serial Number:	78624040	CATAPULT ONLINE
Serial Number:	78624093	CATAPULT ONLINE CLICK IT. LEARN IT.
Serial Number:	76584562	
Serial Number:	78710225	TWISTORIES

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

OP \$240.00 78710250

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: 7

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**GRANT OF
FIRST LIEN SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF FIRST LIEN SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of June 14, 2007 is made by CATAPULT LEARNING, LLC, a Delaware limited liability company (the "Grantor"), 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 First 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, 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 First 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 Lenders 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 the ratable benefit of the 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 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 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 17th day of ~~July~~ ^{August}, 2007.

CATAPULT LEARNING, LLC
as Grantor

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

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 ^{August} ~~July~~ 14th day of ~~July~~, 2007.

CATAPULT LEARNING, LLC
as Grantor

By: _____
Name:
Title:


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

By: Kathryn A. Duncan
Name: Kathryn A. Duncan
Title: Managing Director

ACKNOWLEDGMENT OF GRANTOR

STATE OF)
) ss
COUNTY OF)

On the 14 day of ~~July~~ ^{August}, 2007, before me personally came C. Alan Schroeder, who is personally known to me to be the VP of CATAPULT LEARNING, LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the VP 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.


Notary Public
Commission Expires 5/31/2011

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
COUNTY OF New York) ss






On the 28th day of July, 2007, before me personally came Kathryn 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.

Edeline C. Adderley
Notary Public
EDELIN C. ADDERLEY
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01A06079940 QUALIFIED IN BRONX COUNTY
CERTIFICATE FILED IN NEW YORK COUNTY
MY COMMISSION EXPIRES SEPT. 3, 2010

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
Amazing Stories and Essays with a Twist	78/710,250
Catapult Home Connection	78/700,482
Catapult Learning	76/578,636
Catapult Learning and Design 	76/584,563
Catapult Online and Design 	78/624,066
Catapult Online and Design 	78/624,040
Catapult Online Click IT. LEARN IT. & Design 	78/624,093
Miscellaneous Design 	76/584,562
Twistories	78/710,225

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