

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Second Lien Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ivy West, LLC		06/14/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust Company, as Collateral Agent		
Street Address:	Rodney Square North		
Internal Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	Banking Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1906024	IVY WEST	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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/		

OP \$40.00 1906024

Date:

08/20/2007

Total Attachments: 7

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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 IVY WEST, LLC, a Delaware limited liability company, 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 ~~14th~~ ^{August} day of July, 2007.

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

IVY WEST, LLC
as Grantor

By: _____
Name:
Title:

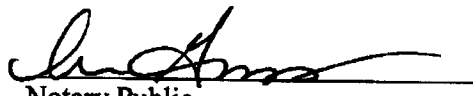
WILMINGTON TRUST COMPANY
as Collateral Agent for the Secured Parties

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

ACKNOWLEDGMENT OF GRANTOR

STATE OF)
) ss
COUNTY OF)

On the 14th day of August, 2007, before me personally came C. Alan Schroeder, who is personally known to me to be the Vice President of IVY WEST, LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the Vice President 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 COLLATERAL AGENT

STATE OF Delaware)
COUNTY OF New Castle)^{SS}

On the 17 day of July, 2007, before me personally came Kristen J. Mraz, who is personally known to me to be the Asst. Sec. Officer 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

<u>Trademark</u>	<u>Registration or Serial Number</u>
Ivy West	1,906,024

509265-1270-10476-NY01.2664162.2