

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Catapult Learning, LLC		03/20/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Montreal, Chicago branch, as Agent
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2638273	CAREER STARTERS
Registration Number:	2913626	EARLYLEARNERS
Registration Number:	2880091	ACHIEVEENGLISH
Registration Number:	2863428	ACHIEVEMATH
Registration Number:	2939094	ACHIEVEREADING
Serial Number:	78624066	CATAPULT ONLINE
Serial Number:	78624040	CATAPULT ONLINE
Serial Number:	78700482	CATAPULT HOME CONNECTION
Serial Number:	76578636	CATAPULT LEARNING
Serial Number:	76584562	
Serial Number:	76584563	CATAPULT LEARNING
Serial Number:	78624093	CATAPULT ONLINE CLICK IT. LEARN IT.
Serial Number:	78710250	AMAZING STORIES AND ESSAYS WITH A TWIST
Serial Number:	78710225	TWISTORIES

TRADEMARK

CH \$365.00 2638273

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1680818
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	03/24/2008

Total Attachments: 7
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TRADEMARK COLLATERAL AGREEMENT

This 20th day of March, 2008, CATAPULT LEARNING, LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 470 North 2nd Street, Philadelphia, Pennsylvania 19123, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, collaterally assigns, mortgages and pledges to BANK OF MONTREAL, Chicago branch ("*BMO*"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith among Debtor, Catapult Holdings, Inc., as a Debtor (the "*Parent*"), the Agent and the other debtors party thereto, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a

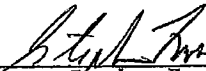
Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the collateral assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CATAPULT LEARNING, LLC

By 
Name Stephen Freeman
Title President

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, Chicago branch, as
Agent

By _____
Name _____
Title _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CATAPULT LEARNING, LLC

By: _____
Name: _____
Title: _____

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, Chicago branch, as
Agent

By: Ronald V. Redd
Name: Ronald V. Redd
Title: Director

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
CAREER STARTERS (US)	2638273	October 22, 2002
EARLYLEARNERS (US)	2913626	December 21, 2004
ACHIEVEENGLISH (US)	2880091	August 31, 2004
ACHIEVEMATH (US)	2863428	July 13, 2004
ACHIEVEREADING (US)	2939094	April 12, 2005

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
CATAPULT ONLINE and Design (Blue) (US)	78/624066	MAY 5, 2005
CATAPULT ONLINE and Design (Blue/Orange) (US)	78/624040	MAY 5, 2005
CATAPULT HOME CONNECTION (US)	78/700482	AUGUST 25, 2005
CATAPULT LEARNING (US)	76/578636	MARCH 1, 2004
MISCELLANEOUS DESIGN (Apple and Hand) (US)	76/584562	APRIL 2, 2004
CATAPULT LEARNING and Design (US)	76/584563	APRIL 2, 2004

CATAPULT ONLINE CLICK IT.
LEARN IT. and Design (US)

78/624093

MAY 5, 2005

AMAZING STORIES AND
ESSAYS WITH A TWIST (US)

78/710250

SEPTEMBER 9, 2005

TWISTORIES (US)

78/710225

SEPTEMBER 9, 2005

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

NONE.