

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
Educational Resources, Inc.		06/16/2008	CORPORATION: KANSAS

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856-5201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	77322543	LPN/LVN REVIEW COURSE
Serial Number:	77322546	THE HELP STUDY GUIDE
Serial Number:	77314083	PRERN
Serial Number:	77331509	ERI 1963 OUR GOALS: EXCELLENCE AND SERVICE
Serial Number:	77314082	THE HELP HIGHER EDUCATION LEARNING PROFILE ASSESSMENT
Serial Number:	77314080	THE HOBET HEALTH OCCUPATIONS BASIC ENTRANCE TEST
Serial Number:	77314079	THE HOBET STUDY GUIDE
Serial Number:	77314078	THE NET NURSE ENTRANCE TEST
Serial Number:	77314076	THE NET STUDY GUIDE
Serial Number:	77359018	EDUCATIONAL RESOURCES, INC.
Serial Number:	77359017	ERI
Serial Number:	77489537	TOTAL TESTING

CORRESPONDENCE DATA

900109761

**TRADEMARK
 REEL: 003802 FRAME: 0203**

OP \$315.00 77322543

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-993-2698
Email: magdalini.rizakos@lw.com
Correspondent Name: Magdalini Rizakos c/o Latham & Watkins
Address Line 1: 233 South Wacker Drive, Suite 5800
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Magdalini Rizakos
Signature:	/mr/
Date:	06/24/2008

Total Attachments: 5
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Trademark Security Agreement

Trademark Security Agreement, dated as of June 16, 2008, by EDUCATIONAL RESOURCES, INC., (“Grantor”), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as agent pursuant to the Credit Agreement (in such capacity, the “Agent”).

W I T N E S S E T H:

Whereas, the Grantor is party to a Guaranty and Security Agreement dated as of May 21, 2008 (the “Security Agreement”) in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Grantor:

- (a) Trademarks of Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any

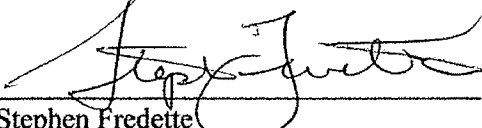
party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

EDUCATIONAL RESOURCES, INC.

By: 
Name: Stephen Fredette
Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, 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.

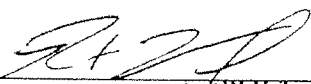
Very truly yours,

EDUCATIONAL RESOURCES, INC.

By: _____
Name:
Title:

AGREED TO AND ACCEPTED:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Robert W. Vail
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003802 FRAME: 0208

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Applications:

<u>Name of Mark</u>	<u>Owner</u>	<u>Application No.</u>
TOTAL TESTING	Educational Resources, Inc.	77/489,537
LPN/LVN REVIEW COURSE	Educational Resources, Inc.	77/322,543
THE HELP STUDY GUIDE	Educational Resources, Inc.	77/322,546
PreRN	Educational Resources, Inc.	77/314,083
ERI 1963 OUR GOALS: EXCELLENCE AND SERVICE	Educational Resources, Inc.	77/331,509
THE HELP HIGHER EDUCATION LEARNING PROFILE ASSESSMENT	Educational Resources, Inc.	77/314,082
THE HOBET HEALTH OCCUPATIONS BASIC ENTRANCE TEST	Educational Resources, Inc.	77/314,080
THE HOBET STUDY GUIDE	Educational Resources, Inc.	77/314,079
THE NET NURSE ENTRANCE TEST	Educational Resources, Inc.	77/314,078
THE NET STUDY GUIDE	Educational Resources, Inc.	77/314,076
EDUCATIONAL RESOURCES, INC.	Educational Resources, Inc.	77/359,018
ERI	Educational Resources, Inc.	77/359,017