

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
TEACHWERWEB, INC.		07/09/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	General Electric Capital Corporation		
Street Address:	201 Merritt 7		
Internal Address:	6th Floor		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06856		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	2647575	TEACHERWEB	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-993-2647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	233 S. Wacker Drive, Suite 5800		
Address Line 2:	c/o Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60606-6401		
ATTORNEY DOCKET NUMBER:	025646-0435		
NAME OF SUBMITTER:	Zeynep Gieseke		
Signature:	/zg/		

OP \$40.00 2647575

Date:

07/11/2008

**Total Attachments: 4**

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*Trademark Security Agreement*

Trademark Security Agreement, dated as of July 9, 2008, by TEACHERWEB, 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 Grantors are party to a Guaranty and Security Agreement dated as of November 16, 2007 (the “Security Agreement”) in favor of the Agent pursuant to which the Grantors are 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 Grantors hereby agree 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. Each 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 such Grantor:

- (a) Trademarks of such 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 Grantors hereby acknowledge and affirm 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 Grantors 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.

IN WITNESS WHEREOF, each 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,

TEACHERWEB, INC.

By: James B. Walburg  
Name: James B. Walburg  
Title: Secretary and CFO

AGREED TO AND ACCEPTED:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

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

[Signature Page to the Trademark Security Agreement]

IN WITNESS WHEREOF, each 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.

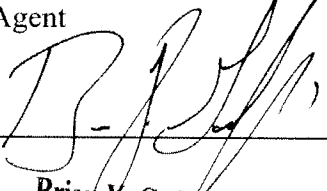
Very truly yours,

TEACHERWEB, INC.

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

AGREED TO AND ACCEPTED:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By: \_\_\_\_\_  
Name:   
Title: **Brian Y. Guffin**  
**Duly Authorized Signatory**

[Signature Page to the Trademark Security Agreement]

**TRADEMARK**  
**REEL: 003815 FRAME: 0041**

*SCHEDULE I*  
*to*  
*TRADEMARK SECURITY AGREEMENT*  
*TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS*

Trademark Registrations:

OWNER	REGISTRATION NUMBER	NAME
TEACHERWEB, INC.	2647575	TEACHERWEB

Trademark Applications:

None.