

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Haight's Cross Operating Company	FORMERLY successor by merger to SNP, LLC	08/15/2008	CORPORATION: DELAWARE
Haight's Cross Communications, Inc.		08/15/2008	CORPORATION: DELAWARE
Sundance/Newbridge Educational Publishing, LLC	FORMERLY Sundance Publishing, LLC and successor by merger to Newbridge Educational Publishing, LLC	08/15/2008	LIMITED LIABILITY COMPANY: DELAWARE
Triumph Learning, LLC	FORMERLY successor by merger to Options Publishing, LLC	08/15/2008	LIMITED LIABILITY COMPANY: DELAWARE
Recorded Books, LLC		08/15/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	DDJ Capital Management, LLC, as Administrative Agent and Collateral Agent
Street Address:	130 Turner Street
Internal Address:	Building 3 Suite 600
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02453
Entity Type:	LIMITED LIABILITY COMPANY: MASSACHUSETTS

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	2729861	
Registration Number:	2903582	HAIGHTS CROSS COMMUNICATIONS
Registration Number:	2863082	HAIGHTS CROSS COMMUNICATIONS
Serial Number:	76135489	HAIGHTS CROSS
Registration Number:	3265019	LADDERS TO SUCCESS

CH \$765.00 2729861

Registration Number:	3119480	FOCUS
Registration Number:	3036966	TUTOR
Registration Number:	3028968	AMERICA'S BEST FOR STUDENT SUCCESS
Serial Number:	78536143	COACH AMERICA'S BEST FOR STUDENT SUCCESS
Registration Number:	3028965	
Serial Number:	78536065	COACH
Serial Number:	78535642	COACH
Serial Number:	77463481	COACHCONNECTED.COM
Serial Number:	77463462	COACHCONNECTED.COM
Serial Number:	77319246	COACH PUBLISHING
Serial Number:	77319228	COACH PUBLISHING
Registration Number:	2768872	IMPROVING SCORES. IMPROVING SCHOOLS. IMPROVING LIVES.
Registration Number:	2771020	TRIUMPH LEARNING IMPROVING SCORES. IMPROVING SCHOOLS. IMPROVING LIVES.
Serial Number:	76260832	TRIUMPH LEARNING SYSTEMS
Registration Number:	2840735	TRIUMPH LEARNING
Registration Number:	2707945	TRIUMPH LEARNING
Registration Number:	2198630	BUCKLE UP!
Registration Number:	2196072	BLAST OFF!
Registration Number:	2198626	BUCKLE DOWN!
Registration Number:	2211140	SHARPEN UP!
Registration Number:	2487622	GRIOT AUDIO
Registration Number:	2490872	GRIOT AUDIO
Registration Number:	2242577	
Registration Number:	3281271	PLUGGED IN TO READING
Registration Number:	3293191	OPTIONS PUBLISHING

CORRESPONDENCE DATA

Fax Number: (617)227-4420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6172390310

Email: jdavis@eapdlaw.com

Correspondent Name: Jessica Davis

Address Line 1: 111 Huntington Avenue

Address Line 2: Edwards Angell Palmer & Dodge LLP

Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	206951.0083
NAME OF SUBMITTER:	Jessica Davis
Signature:	/JDavis/
Date:	09/05/2008
Total Attachments: 6 source=Trademark SA#page1.tif source=Trademark SA#page2.tif source=Trademark SA#page3.tif source=Trademark SA#page4.tif source=Trademark SA#page5.tif source=Trademark SA#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 15, 2008, is among each of the undersigned (each, a "Grantor"), and DDJ Capital Management, LLC, as administrative agent and collateral agent ("Agent") for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS pursuant to the terms of that certain Credit Agreement, dated as of August 15, 2008 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Hights Cross Operating Company, a Delaware corporation (the "Borrower"), the Guarantors from time to time party thereto (the "Guarantors"), and collectively with the Borrower, the "Credit Parties"), the Lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed, subject to the terms and conditions set forth therein, to make certain loans and other extensions of credit to the Borrower;

WHEREAS pursuant to the Pledge and Security Agreement, dated as of August 15, 2008 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantors and Agent, each Grantor granted to Agent a security interest in and continuing lien on, all of such Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, acceleration, demand or otherwise, of all Secured Obligations (as defined in the Security Agreement) including the obligations of the Credit Parties under the Credit Agreement;

WHEREAS the parties to the Credit Agreement contemplate and intend that Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with all of the Grantors' right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement and the Security Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor agrees 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 Trademarks

Each Grantor hereby grants or confirms the grant made pursuant to the Security Agreement, as the case may be, to Agent a security interest in and continuing lien on, all of such Grantor's right, title and interest in, to and under the Trademarks, including but not limited to the registered Trademarks listed in Schedule A, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due of all Secured Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent on behalf of and for the ratable benefit of the Lenders, pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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 of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

The Grantors hereby authorize and request that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its conflict of law principles.

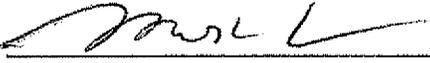
This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

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

GRANTORS

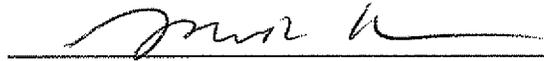
HAIGHTS CROSS OPERATING COMPANY, successor
by merger to SNP, LLC

By:  _____

Name: Mark Kurtz

Title: Vice President and Chief Financial Officer

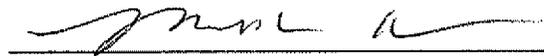
HAIGHTS CROSS COMMUNICATIONS, INC.

By:  _____

Name: Mark Kurtz

Title: Senior Vice President and Chief Financial Officer

SUNDANCE/NEWBRIDGE EDUCATIONAL
PUBLISHING, LLC, f/k/a Sundance Publishing, LLC and
successor by merger to Newbridge Educational Publishing,
LLC

By:  _____

Name: Mark Kurtz

Title: Vice President

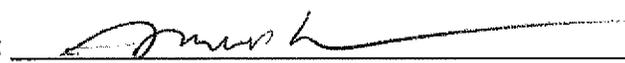
TRIUMPH LEARNING, LLC, successor by merger to
Options Publishing, LLC

By:  _____

Name: Mark Kurtz

Title: Vice President

RECORDED BOOKS, LLC

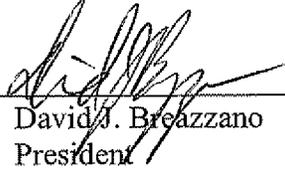
By:  _____

Name: Mark Kurtz

Title: Vice President

AGENT:

DDJ CAPITAL MANAGEMENT, LLC,
as Administrative Agent and Collateral Agent

By:  _____
Name: David J. Breazzano
Title: President

SCHEDULE A
TRADEMARKS

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Haights Cross Operating Company	Design Only Mark	2729861	June 24, 2003
Haights Cross Operating Company	HAIGHTS CROSS COMMUNICATIONS (and design)	2903582	November 16, 2004
Haights Cross Operating Company	HAIGHTS CROSS COMMUNICATIONS	2863082	July 13, 2004
Haights Cross Operating Company	HAIGHTS CROSS	Serial No. 76135489	September 26, 2000 (filing date)
Triumph Learning, LLC	LADDERS TO SUCCESS	3265019	July 17, 2007
Triumph Learning, LLC	FOCUS	3119480	July 25, 2006
Triumph Learning, LLC	TUTOR	3036966	December 27, 2005
Triumph Learning, LLC	AMERICA'S BEST FOR STUDENT SUCCESS	3028968	December 13, 2005
Triumph Learning, LLC	COACH AMERICA'S BEST FOR STUDENT SUCCESS	78/536143	December 21, 2004 (filing date)
Triumph Learning, LLC	COACH (Design Only)	3028965	December 13, 2005
Triumph Learning, LLC	COACH (Stylized)	78/536065	December 21, 2004 (filing date)
Triumph Learning, LLC	COACH	78/535642	December 21, 2004
Triumph Learning, LLC	COACHCONNECTED.COM	77/463481	May 1, 2008
Triumph Learning, LLC	COACHCONNECTED.COM	77/463462	May 1, 2008
Triumph Learning, LLC	COACH PUBLISHING	77/319246	November 1, 2007
Triumph Learning, LLC	COACH PUBLISHING	77/319228	November 1, 2007
Triumph Learning, LLC	IMPROVING SCORES. IMPROVING SCHOOLS. IMPROVING LIVES.	2768872	September 30, 2003
Triumph Learning, LLC	TRIUMPH LEARNING IMPROVES SCORES. IMPROVING LIVES. and design	2771020	October 7, 2003
Triumph Learning, LLC	TRIUMPH LEARNING SYSTEMS	76/260832	May 18, 2001 (date of filing)
Triumph Learning, LLC	TRIUMPH LEARNING	2840735	May 11, 2004
Triumph Learning, LLC	TRIUMPH LEARNING	2707945	April 15, 2003

Triumph Learning, LLC	BUCKLE UP!	2198630	October 20, 1998
Triumph Learning, LLC	BLAST OFF!	2196072	October 13, 1998
Triumph Learning, LLC	BUCKLE DOWN!	2198626	October 20, 1998
Triumph Learning, LLC	SHARPEN UP!	2211140	December 15, 1998
Recorded Books, LLC	GRIOT AUDIO	2487622	November 21, 2000
Recorded Books, LLC	GRIOT AUDIO and design	2490872	September 18, 2001
Recorded Books, LLC	Design only	2242577	October 9, 1997
Recorded Books, LLC	PLUGGED IN TO READING	3281271	August 21, 2007
Options Publishing, LLC	OPTIONS PUBLISHING	3293191	September 18, 2007

TRADEMARK APPLICATIONS

None.