

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
Core Education and Consulting Solutions, Inc.		05/20/2009	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Standard Chartered Bank		
Street Address:	1 Basinghall Avenue		
Internal Address:	5th Floor		
City:	London		
State/Country:	UNITED KINGDOM		
Entity Type:	PLC: UNITED KINGDOM		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78769380	EVERY CHILD CAN ACHIEVE	
Serial Number:	75663167	HOMEROOM	
Serial Number:	77195688	PROSPECTS IN ELA	
Serial Number:	77195686	PROSPECTS IN MATH	
Serial Number:	78637838	SIDE STREETS	
Serial Number:	78637811	SIDESTREETS	
CORRESPONDENCE DATA			
Fax Number:	(404)527-4817		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4045274957		
Email:	ljackson@mckennalong.com		
Correspondent Name:	Leah D Jackson		
Address Line 1:	303 Peachtree Street NE		
Address Line 2:	Suite 5300		
Address Line 4:	Atlanta, GEORGIA 30308		

CH \$165.00 78769380

TRADEMARK

900134478

REEL: 003990 FRAME: 0569

ATTORNEY DOCKET NUMBER:	29942.0006
DOMESTIC REPRESENTATIVE	
Name:	Joseph Stefano
Address Line 1:	1221 Avenue of the Americas
Address Line 2:	Allen & Overy
Address Line 4:	New York, NEW YORK 10020
NAME OF SUBMITTER:	Leah D Jackson
Signature:	/ldj/
Date:	05/20/2009
Total Attachments: 4 source=coreassignment1#page1.tif source=coreassignment1#page2.tif source=coreassignment1#page3.tif source=coreassignment1#page4.tif	

Amendment #1 to
Trademark Security Agreement
between

This Amendment #1("Amendment") is between Core Education and Consulting Solutions, Inc., a Tennessee corporation ("Grantor") and Standard Chartered Bank ("Security Agent"). The parties have previously entered into a Trademark Security Agreement dated March 9, 2009, (the "Agreement") pursuant to the Credit Agreement (as such term is defined in the Agreement) which is incorporated herein by reference. The parties desire to amend and revise the Agreement solely as set forth in this Amendment. Unless otherwise set forth in this Amendment, the terms defined within the Agreement and its Exhibits, Schedules, and Attachments shall also apply to this Amendment.

WITNESSETH

WHEREAS, Grantor and Security Agent have previously entered into the Credit Agreement;

WHEREAS, under the terms of the Credit Agreement as a condition subsequent to closing, the Agreement is to be amended to incorporate the trademarks of the Acquired Business (as such term is defined in the Credit Agreement);

WHEREAS, the transaction finalizing the acquisition of the Acquired Business has closed;

WHEREAS, the parties wish to amend the Agreement as required under the Credit Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Schedule I of the Agreement shall be amended to include the trademarks set forth in Schedule A attached hereto.
2. Miscellaneous.
 - a. Balance of Terms Unchanged. Except as expressly set forth in this Amendment, the terms and conditions of the Agreement shall continue in full force and effect. This Amendment shall be effective as of the ___ day of _____ 2009 ("Effective Date").
 - b. Entire Agreement. The Credit Agreement, the Agreement, the Security Agreement, dated March 9, 2009, between Grantor and the Security Agent and this Amendment, including all Exhibits and Schedules attached hereto and thereto represent the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes any and all previous discussions and communications regarding such subject matter. Any subsequent amendments and/or additions hereto are effective only if in writing and signed by both parties.
 - c. Precedence. With respect to the subject matter of this Amendment only, in the event of a conflict between the Agreement and this Amendment, this Amendment shall control and govern.

IN WITNESS WHEREOF, Grantor and Security Agent caused this Amendment and its Schedules to be executed as of the Effective Date by their duly authorized representatives, and each represents and warrants that it is legally free to enter this Amendment.

CORE EDUCATION AND CONSULTING SOLUTIONS, INC.

STANDARD CHARTERED BANK

BY: 

BY: _____

NAME: SHERMAN IYER

NAME: _____

TITLE: PRESIDENT

TITLE: _____

DATE: 5/11/09.

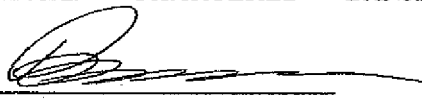
DATE: _____

IN WITNESS WHEREOF, Grantor and Security Agent caused this Amendment and its Schedules to be executed as of the Effective Date by their duly authorized representatives, and each represents and warrants that it is legally free to enter this Amendment.

CORE EDUCATION AND CONSULTING SOLUTIONS, INC.

STANDARD CHARTERED BANK

BY: _____

BY:  _____

NAME: _____

NAME: PAUL THOMPSON

TITLE: _____

TITLE: DIRECTOR

DATE: _____

DATE: 20TH MAY 2009

SCHEDULE A

Grantor	Mark	Country	Serial Number	Registration Number	Registration Date	Filing Date
Core Education and Consulting Solutions, Inc.	EVERY CHILD CAN ACHIEVE	USA	78/769380	NA	NA	12/8/2005
Core Education and Consulting Solutions, Inc.	HOMEROOM	USA	75/663167	2451728	5/15/2001	3/18/1999
Core Education and Consulting Solutions, Inc.	PROSPECTS IN ELA	USA	77/195688	3525036	10/28/2008	6/1/2007
Core Education and Consulting Solutions, Inc.	PROSPECTS IN MATH	USA	77/195686	3541064	12/2/2008	6/1/2007
Core Education and Consulting Solutions, Inc.	SIDE STREETS (and design)	USA	78/637838	3220701	3/20/2007	5/26/2005
Core Education and Consulting Solutions, Inc.	SIDESTREETS	USA	78/637811	3231162	4/17/2007	5/26/2005