

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
CompassLearning, Inc.		08/26/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	1111 Fannin, 10th Floor
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	2980829	BETTER TECHNOLOGY FOR IMPROVED STUDENT ACHIEVEMENT
Registration Number:	2968115	BRAIN BUZZERS
Registration Number:	2053034	COMPASS
Registration Number:	2656902	COMPASSLEARNING
Registration Number:	2636212	COMPASSLEARNING
Registration Number:	2654747	COMPASSLEARNING
Registration Number:	2586070	COMPASSLEARNING
Registration Number:	2640277	COMPASSLEARNING
Registration Number:	2592385	COMPASSLEARNING
Registration Number:	2780326	COMPASSLEARNING EXPLORER
Registration Number:	2782733	COMPASSLEARNING EXPLORER
Registration Number:	2765262	COMPASSLEARNING EXPLORER
Registration Number:	2800981	COMPASSLEARNING ODYSSEY
Registration Number:	2728031	COMPASSLEARNING ODYSSEY

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Registration Number:	2725691	COMPASSLEARNING ODYSSEY
Registration Number:	2229384	COMPASS-WORLDWARE
Registration Number:	2530573	C-PAS
Registration Number:	1923500	CUENTOS DE COQUI
Registration Number:	2813732	
Registration Number:	2882318	
Registration Number:	2813731	
Registration Number:	2813730	
Registration Number:	2882317	
Registration Number:	2813729	
Registration Number:	2663822	
Registration Number:	2592387	
Registration Number:	2579671	
Registration Number:	1765662	HARTLEY
Registration Number:	2848225	THE LEARNING ODYSSEY

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1219
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	09/25/2009

Total Attachments: 8
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of August 26, 2009 is made by (i) CompassLearning, Inc., a Delaware corporation, located at 203 Colorado Street, Austin, TX 78701 (the "Grantor"), in favor of JPMorgan Chase Bank, N.A, a national banking association located at 1111 Fannin, 10th Floor Houston, Texas 77002, Attention: Alice Telles, as Administrative Agent (the "Agent") for the banks and other financial institutions or entities (the "Lenders") parties to the Credit and Guarantee Agreement, dated as of August 26, 2009 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among RDA Holding Co., The Reader's Digest Association, Inc., each of the direct and indirect domestic Subsidiaries signatory thereto, the Lenders, and JPMorgan Chase Bank, N.A. as Administrative Agent and (ii) the other Secured Parties (as defined in the Security Agreement).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of August 26, 2009, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks of such Grantor; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in the Trademarks of such Grantor (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"); provided, however, that this Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is (i) prohibited by any Requirements of Law of a Governmental Authority, requires a consent not obtained of any Governmental Authority pursuant to such Requirement of Law or is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property, except to the extent that such Requirement of Law or the terms in such contract, license, agreement, instrument or other document providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law, or (ii) the grant of a security interest would result in the

invalidity, unenforceability, voiding or cancellation of any Collateral (including, without limitation, any Trademark application filed on an intent to use basis).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

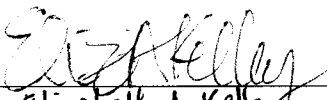
SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

COMPASSLEARNING, INC.

By: 
Name: Thomas Williams
Title: ~~Executive Vice President~~ Executive Vice President
Date: 9/16/09

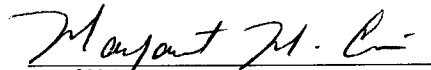
JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By: 
Name: Elizabeth A. Kelley
Title: Managing Director
Date: 9/22/09

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
) ss
COUNTY OF Westchester)

On the 16th day of September, 2009, before me personally came Thomas Williams, who is personally known to me to be the Executive VP of CompassLearning, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Executive VP in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



MARGARET M. CASSIN
Notary Public
Notary Public, State of New York
No. 6135794
Qualified in Westchester County
Commission Expires Oct. 24, 2009

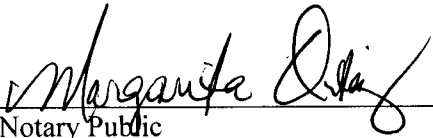
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ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
COUNTY OF New York)^{ss}

On the 22nd day of September, 2009, before me personally came Elizabeth A. Kelky, who is personally known to me to be the Managing Director of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the _____ in such national banking association, the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.

MARGARITA ORTIZ
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN BRONX COUNTY
REG #01OR6041062
MY COMM EXP MAY 1 2010


Notary Public

(PLACE STAMP AND SEAL ABOVE)

Schedule A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
BETTER TECHNOLOGY FOR IMPROVED STUDENT ACHIEVEMENT	2,980,829
BRAIN BUZZERS	2,968,115
COMPASS	2,053,034
COMPASSLEARNING	2,656,902
COMPASSLEARNING	2,636,212
COMPASSLEARNING	2,654,747
COMPASSLEARNING AND DESIGN	2,586,070
COMPASSLEARNING AND DESIGN	2,640,277
COMPASSLEARNING AND DESIGN	2,592,385
COMPASSLEARNING EXPLORER	2,780,326
COMPASSLEARNING EXPLORER	2,782,733
COMPASSLEARNING EXPLORER	2,765,262
COMPASSLEARNING ODYSSEY	2,800,981
COMPASSLEARNING ODYSSEY	2,728,031
COMPASSLEARNING ODYSSEY	2,725,691
COMPASS-WORLDWARE	2,229,384
C-PAS	2,530,573
CUENTOS DE COQUI	1,923,500
DESIGN ONLY	2,813,732
DESIGN ONLY	2,882,318
DESIGN ONLY	2,813,731
DESIGN ONLY	2,813,730
DESIGN ONLY	2,882,317
DESIGN ONLY	2,813,729
DESIGN ONLY	2,663,822

DESIGN ONLY	2,592,387
DESIGN ONLY	2,579,671
HARTLEY	1,765,662
THE LEARNING ODYSSEY	2,848,225