

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment and Acceptance of Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DDJ Capital Management, LLC, as Administrative Agent and Collateral Agent		12/04/2009	LIMITED LIABILITY COMPANY: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon, as Administrative Agent and Collateral Agent
Street Address:	600 East Las Colinas Blvd.
Internal Address:	Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	Banking Corporation: NEW YORK

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	2729861	
Registration Number:	2903582	HAIGHTS CROSS COMMUNICATIONS
Registration Number:	2863082	HAIGHTS CROSS COMMUNICATIONS
Registration Number:	3265019	LADDERS TO SUCCESS
Registration Number:	3119480	FOCUS
Registration Number:	3036966	TUTOR
Registration Number:	3028968	AMERICA'S BEST FOR STUDENT SUCCESS
Registration Number:	3028965	
Registration Number:	2768872	IMPROVING SCORES. IMPROVING SCHOOLS. IMPROVING LIVES.
Registration Number:	2771020	TRIUMPH LEARNING IMPROVING SCORES. IMPROVING SCHOOLS. IMPROVING LIVES.
Registration Number:	2840735	TRIUMPH LEARNING

CH \$765.00 2729861

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**TRADEMARK
 REEL: 004109 FRAME: 0909**

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
Serial Number:	76135489	HAIGHTS CROSS
Serial Number:	78536143	COACH AMERICA'S BEST FOR STUDENT SUCCESS
Serial Number:	78536065	COACH
Serial Number:	78535642	COACH
Serial Number:	77463481	COACHCONNECTED.COM
Serial Number:	77463462	COACH CONNECTED.COM
Serial Number:	77319246	COACH PUBLISHING
Serial Number:	77319228	COACH PUBLISHING
Serial Number:	76260832	TRIUMPH LEARNING SYSTEMS

CORRESPONDENCE DATA

Fax Number: (617)316-8263
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6172390632
Email: agrandy@eapdlaw.com
Correspondent Name: Adam M. Grandy
Address Line 1: 111 Huntington Avenue
Address Line 2: Edwards Angell Palmer & Dodge LLP
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	206951-83
NAME OF SUBMITTER:	Adam M. Grandy
Signature:	/Adam M. Grandy/
Date:	12/08/2009

Total Attachments: 8
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**INSTRUMENT OF ASSIGNMENT AND ACCEPTANCE
OF TRADEMARK SECURITY AGREEMENT**

This INSTRUMENT OF ASSIGNMENT AND ACCEPTANCE dated as of December 4, 2009 (this "Assignment") is between DDJ Capital Management, LLC, as administrative agent and collateral agent (the "Assignor") under that certain Credit Agreement (as defined below) and The Bank of New York Mellon, as successor administrative agent and collateral agent (the "Assignee").

WITNESSETH:

WHEREAS, Assignor, is the administrative agent and collateral agent under that certain Credit and Security Agreement dated as of August 15, 2008 (as amended, modified, restated and supplemented, the "Credit Agreement") among Haight Cross Operating Company, a Delaware corporation (the "Borrower"), the guarantors party thereto, Assignor and the other lenders party thereto;

WHEREAS, Assignor is the grantee for the lenders party to the Credit Agreement under that certain Trademark Security Agreement dated as of August 15, 2008 (the "Trademark Security Agreement") by and between the Borrower and Assignor, securing the Obligations under or in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement);

WHEREAS, on the date hereof, Assignor resigned as administrative agent and collateral agent under the Credit Agreement and transferred and assigned all of its interest in and to its rights and obligations under the Credit Agreement in such capacities to Assignee;

WHEREAS, on the date hereof, Assignee, as successor administrative agent and collateral agent, succeeded to the estates, properties, rights, powers and duties of Assignor, in its capacities as administrative agent and collateral agent, in, to and under the Credit Agreement and the other Loan Documents, including without limitation, the Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns and transfers irrevocably to Assignee, in its capacities as administrative agent and collateral agent and as grantee under the Trademark Security Agreement, and its successors and assigns, all the properties, rights, powers and duties of Assignor in, to and under the Trademark Security Agreement, and the security interest in all of the right, title and interest in and to the trademarks and/or trademark applications of the Borrower, either owned or used by the Borrower, including without limitation, the United States registered trademarks and/or trademark applications listed on Schedule A attached hereto (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Borrower's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively with the Trademarks, the "Trademark Collateral").

2. Assignee hereby accepts such assignment and accepts all the properties, rights, powers and duties of Assignor in its capacities as administrative agent and collateral agent and as grantee under and pursuant to the Trademark Security Agreement, and the security interest in all of the right, title and interest in and to the Trademark Collateral of the Borrower, including without limitation, the Trademarks.

3. Assignor will, at the expense of the Borrower and at any time and from time to time, promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Assignee may reasonably request, in order to transfer any of the properties, rights, powers and duties granted or purported to be granted hereby or to enable Assignee to exercise and enforce its rights and remedies under the Trademark Security Agreement.

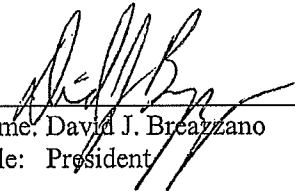
4. This Assignment shall in all respects be governed by, and construed in accordance with, the laws of the State of New York including all matters of construction, validity and performance.

5. This Assignment may be executed in counterparts, each of which when executed and delivered shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day and year first above written.

DDJ CAPITAL MANAGEMENT, LLC,
as Assignor

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

THE BANK OF NEW YORK MELLON,
as Assignee

By: _____
Name:
Title:

ACCEPTED AND AGREED
this ____ day of December, 2009.

HAIGHTS CROSS OPERATING COMPANY

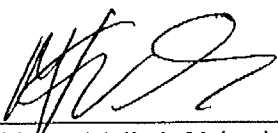
By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day and year first above written.

DDJ CAPITAL MANAGEMENT, LLC,
as Assignor

By: _____
Name:
Title:

THE BANK OF NEW YORK MELLON,
as Assignee

By:  _____
Name: Melinda Valentine
Title: Vice President

ACCEPTED AND AGREED
this ____ day of December, 2009.

HAIGHTS CROSS OPERATING COMPANY

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day and year first above written.

DDJ CAPITAL MANAGEMENT, LLC,
as Assignor

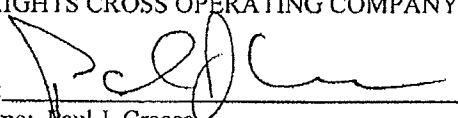
By: _____
Name:
Title:

THE BANK OF NEW YORK MELLON,
as Assignee

By: _____
Name:
Title:

ACCEPTED AND AGREED
this 4th day of December, 2009.

HAIGHTS CROSS OPERATING COMPANY

By: 
Name: Paul J. Crecca
Title: President and Chief Executive Officer

SCHEDULE A

SCHEDULE A
TRADEMARKS

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Haight's Cross Operating Company	Design Only Mark	2729861	June 24, 2003
Haight's Cross Operating Company	HAIGHTS CROSS COMMUNICATIONS (and design)	2903582	November 16, 2004
Haight's Cross Operating Company	HAIGHTS CROSS COMMUNICATIONS	2863082	July 13, 2004
Haight's 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.