

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT															
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST															
<b>CONVEYING PARTY DATA</b>																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>NuSil Technology LLC</td> <td></td> <td>02/18/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	NuSil Technology LLC		02/18/2010	LIMITED LIABILITY COMPANY: DELAWARE								
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NuSil Technology LLC		02/18/2010	LIMITED LIABILITY COMPANY: DELAWARE													
<b>RECEIVING PARTY DATA</b>																
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent															
Street Address:	P.O. Box 2558															
City:	Houston															
State/Country:	TEXAS															
Postal Code:	77252															
Entity Type:	National Banking Association: UNITED STATES															
<b>PROPERTY NUMBERS Total: 4</b>																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> <tr> <td>Registration Number:</td> <td>2464950</td> <td>VERSASIL3</td> </tr> <tr> <td>Registration Number:</td> <td>2570589</td> <td>NUSIL</td> </tr> <tr> <td>Registration Number:</td> <td>2772992</td> <td>LIGHTSPAN</td> </tr> <tr> <td>Registration Number:</td> <td>3384517</td> <td>NUSIL</td> </tr> </table>	Property Type	Number	Word Mark	Registration Number:	2464950	VERSASIL3	Registration Number:	2570589	NUSIL	Registration Number:	2772992	LIGHTSPAN	Registration Number:	3384517	NUSIL	
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Registration Number:	2772992	LIGHTSPAN														
Registration Number:	3384517	NUSIL														
<b>CORRESPONDENCE DATA</b>																
Fax Number:	(212)455-2502															
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																
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															
<b>ATTORNEY DOCKET NUMBER:</b>	509265/1481															

OP \$115.00 2464950

**900155732**

**TRADEMARK  
REEL: 004157 FRAME: 0368**

NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	02/26/2010
<p>Total Attachments: 5 source=NuSTSI#page1.tif source=NuSTSI#page2.tif source=NuSTSI#page3.tif source=NuSTSI#page4.tif source=NuSTSI#page5.tif</p>	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 18, 2010 is entered into by NUSIL TECHNOLOGY LLC, a Delaware limited liability company, (the "Grantor") and JPMORGAN CHASE BANK, N.A., as Collateral Agent for the Secured Parties (the "Collateral Agent").

Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement, dated as of February 18, 2010, among the Grantor, certain affiliates of the Grantor and the Secured Parties (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantor is granting a security interest to the Secured Parties in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Collateral Agent hereby agree as follows:

(i) Grant of Security Interest

(a) Grantor hereby grants to the Collateral Agent, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. 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 control.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

(iii) Governing Law

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.**

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Collateral Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

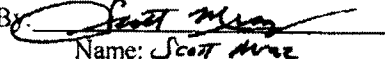
(v) Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

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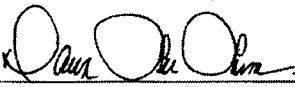
IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

NUSIL TECHNOLOGY LLC

By:   
Name: *Scott Mue*  
Title:

[Signature Page to Trademark Security Agreement]

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent

By:   
Name: Dawn L. Leelum  
Title: Executive Director

[Signature Page to Trademark Security Agreement]

## SCHEDULE A

## TRADEMARK SECURITY AGREEMENT

## U.S. REGISTERED TRADEMARKS

<u>MARK</u>	<u>SER. NO.</u>	<u>APP. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>OWNER</u>
VERSASIL3	75/674,209	04/05/1999	2,464,950	07/03/2001	NuSil Technology LLC
NUSIL	75/674,237	04/05/1999	2,570,589	05/21/2002	NuSil Technology LLC
LIGHTSPAN	76/240,412	04/14/2001	2,772,992	10/14/2003	NuSil Technology LLC
NUSIL AND DESIGN	77/199093	06/06/2007	3,384,517	02/19/2008	NuSil Technology LLC

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