

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HAIGHTS CROSS OPERATING COMPANY		03/11/2010	CORPORATION: DELAWARE
HAIGHTS CROSS COMMUNICATIONS, INC.		03/11/2010	CORPORATION: DELAWARE
TRIUMPH LEARNING, LLC		03/11/2010	LIMITED LIABILITY COMPANY: DELAWARE
SNEP, LLC		03/11/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECORDED BOOKS, LLC		03/11/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, N.A.		
Street Address:	625 MARQUETTE AVENUE		
Internal Address:	11TH FLOOR		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55479		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 29			
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	

CH \$740.00 2729861

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
Registration Number:	2707945	TRIUMPH LEARNING
Registration Number:	2196072	BLAST OFF!
Registration Number:	2198626	BUCKLE DOWN!
Registration Number:	2211140	SHARPEN UP!
Registration Number:	3281271	PLUGGED IN TO READING
Registration Number:	3293191	OPTIONS PUBLISHING
Registration Number:	3594544	BUCKLE DOWN
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:	77820520	GRIOT AUDIO
Serial Number:	77820516	GRIOT AUDIO
Serial Number:	77545985	BOOK JAM
Serial Number:	77545993	BOOK JAM

CORRESPONDENCE DATA

Fax Number: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-848-4455
Email: jlik@shearman.com
Correspondent Name: Zheng Bao
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	36789/2
NAME OF SUBMITTER:	ZHENG BAO
Signature:	/ZHENG BAO/

TRADEMARK

REEL: 004173 FRAME: 0407

Date:

03/24/2010

Total Attachments: 7

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 11, 2010, is among each of the undersigned (each, a "Grantor"), and Wells Fargo Bank, N.A., as collateral trustee (in such capacity, together with any successor collateral trustee appointed pursuant to the Collateral Trust Agreement (as defined in the Security Agreement), the "Collateral Trustee") for the Second Lien Representatives and the holders of the Second Lien Obligations (each as defined in the Collateral Trust Agreement and collectively, together with the Collateral Trustee, the "Secured Parties").

WITNESSETH:

WHEREAS the Company and the other Grantors have entered into a Second Lien Indenture dated as of March 11, 2010 (as it may be amended, restated, supplemented, or modified from time to time, the "Indenture") with Wells Fargo Bank, N.A. as trustee ("Trustee") for the holders of the Company's Floating Rate Second Priority Secured Subordinated Notes due 2014 (including any additional notes that may be issued under the Indenture from time to time and any exchange notes issued in respect of such notes and additional notes, the "Second Lien Notes"). The Grantors (other than the Company) have guaranteed the obligations of the Company in respect of the Second Lien Notes pursuant to a note guarantee set forth in the Indenture;

WHEREAS in order to induce the Trustee to enter into the Indenture and the Second Lien Representatives and the other holders of the Second Lien Obligations to enter into the other Second Lien Documents, pursuant to the Second Lien Pledge and Security Agreement, dated as of March 11, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantors and Collateral Trustee, each Grantor granted to Collateral Trustee 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);

WHEREAS the parties to the Second Lien Documents contemplate and intend that Collateral Trustee 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 Indenture) shall occur and be continuing, the right to exercise its remedies under the Second Lien Documents in connection with all of the Grantors' right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Second Lien Documents, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and the Collateral Trust Agreement and used herein have the meaning given to them in the Security Agreement and the Collateral Trust 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 Collateral Trustee 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 and Paramountcy of other Agreements

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Trustee on behalf of and for the ratable benefit of the Secured Parties, pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Trustee 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.

For the avoidance of doubt, as more fully set forth in the Security Agreement, the lien and security interest granted to the Collateral Trustee pursuant to the Security Agreement and this Second Lien Trademark Security Agreement and the exercise of any right or remedy by the Collateral Trustee thereunder or hereunder are subject to the provisions of (a) the Intercreditor Agreement, dated as of March 11, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among the Company, Wells Fargo Bank, N.A., as First Lien Collateral Trustee, and Wells Fargo Bank, N.A., as Second Lien Collateral Trustee, and certain other persons party or that may become party thereto from time to time, (b) the Collateral Trust Agreement, dated as of March 11, 2010, among the Company, the Guarantors from time to time party thereto, Wells Fargo Bank, N.A., as First Lien Trustee, Wells Fargo Bank, N.A., as Second Lien Trustee and Wells Fargo Bank, N.A., as Collateral Trustee (as amended, supplemented, amended and restated or otherwise modified and in effect from time to time, the "Collateral Trust Agreement"), (c) the First Lien Pledge and Security Agreement, dated as of March 11, 2010, among the Company, the grantors from time to time party thereto, Wells Fargo Bank, N.A., as First Lien Collateral Trustee (as amended, supplemented, amended and restated or otherwise modified and in effect from time to time, the "First Lien Pledge and Security Agreement") and (d) the First Lien Trademark Security Agreement, dated as of March 11, 2010, among the Company, the grantors from time to time party thereto, Wells Fargo Bank, N.A., as First Lien Collateral Trustee (as amended, supplemented, amended and restated or otherwise modified and in effect from time to time, the "First Lien Trademark Security Agreement").

Section 5. Recordation

The Grantors hereby authorize and request that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

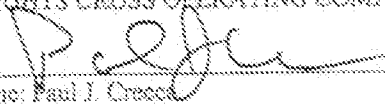
Section 6. Miscellaneous

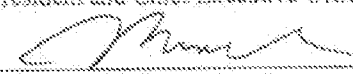
This Agreement shall be governed by, and construed in accordance with the laws of the State of New York without regard to its conflict of law principles.

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. Delivery of an executed counterpart of a signature page to this Agreement by telecopier (or other electronic transmission) shall be as effective as delivery of an original executed counterpart of this Agreement.

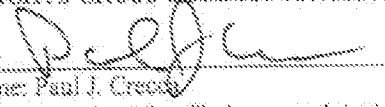
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

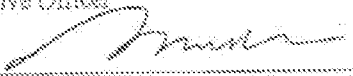
HAIGHTS CROSS OPERATING COMPANY

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

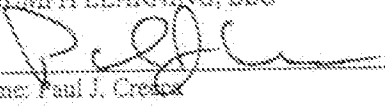
By: 
Name: Mark Kurtz
Title: Senior Vice President

HAIGHTS CROSS COMMUNICATIONS, INC.

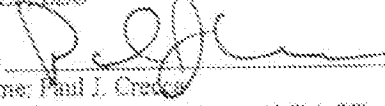
By: 
Name: Paul J. Crocco
Title: Executive Vice Chairman and Acting Chief Executive Officer

By: 
Name: Mark Kurtz
Title: Senior Vice President, Finance and Accounting

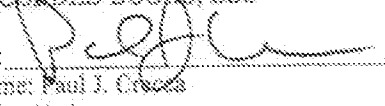
TRIUMPH LEARNING, LLC

By: 
Name: Paul J. Crocco
Title: Chairman

ENER, LLC


By: 
Name: Paul J. Crocco
Title: Chairman, President and Chief Executive Officer

RECORDED BOOKS, LLC

By: 
Name: Paul J. Crocco
Title: Chairman

[Signature Page to Second Lien
Trademark Security Agreement]

WELLS FARGO BANK, N.A.
as Collateral Trustee

By: 
Name: John S. Silvers
Title: Vice President

[Signature Page to Second Lien
Trademark Security Agreement]

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
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 (Design Only)	3028965	December 13, 2005
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	2840735	May 11, 2004
Triumph Learning, LLC	TRIUMPH LEARNING	2707945	April 15, 2003
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	PLUGGED IN TO READING	3281271	August 21, 2007
Triumph Learning, LLC	OPTIONS PUBLISHING	3293191	September 18, 2007
Triumph Learning, LLC	BUCKLE DOWN	3594544	March 24, 2009

TRADEMARK APPLICATIONS

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
Triumph Learning, LLC	COACH AMERICA'S BEST FOR STUDENT SUCCESS	78/536143	December 21, 2004
Triumph Learning, LLC	COACH (Stylized)	78/536065	December 21, 2004
Triumph Learning, LLC	COACH	78/535642	December 21, 2004
Triumph Learning, LLC	COACHCONNECTED.C OM	77/463481	May 1, 2008
Triumph Learning, LLC	COACHCONNECTED.C OM	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
Recorded Books, LLC	GRIOT AUDIO	77/820520	September 4, 2009
Recorded Books, LLC	GRIOT AUDIO and design	77/820516	September 4, 2009
Recorded Books, LLC	BOOK JAM	77/545985	August 13, 2008
Recorded Books, LLC	BOOK JAM	77/545993	August 13, 2008