

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|--|--|---------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Notice of Grant of Security Interest in Trademarks | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Classroomdirect.com, LLC | | 04/23/2010 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A., as Administrative Agent | | |
| Street Address: | 1455 Market Street | | |
| Internal Address: | CA5-701-05-19 | | |
| City: | San Francisco | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94103 | | |
| Entity Type: | national banking association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3685902 | CLASSROOMDIRECT.COM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (919)416-8328 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| Phone: | 9192868041 | | |
| Email: | pto_tmconfirmation@mvalaw.com | | |
| Correspondent Name: | Moore & Van Allen PLLC | | |
| Address Line 1: | 430 Davis Drive | | |
| Address Line 2: | Suite 500 | | |
| Address Line 4: | Morrisville, NORTH CAROLINA 27560 | | |
| ATTORNEY DOCKET NUMBER: | 017625-4566 JES | | |
| NAME OF SUBMITTER: | John E. Slaughter | | |
| Signature: | /John E. Slaughter/ | | |

OP \$40.00 3685902

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 REEL: 004194 FRAME: 0507

Date:

04/28/2010

Total Attachments: 3

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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of April 23, 2010 (the "Security Agreement") by and among the Grantors party thereto (each a "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as Administrative Agent (the "Administrative Agent") for the holders of the Secured Obligations referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications set forth on Schedule 1 attached hereto to the Administrative Agent for the ratable benefit of the holders of the Secured Obligations.

The undersigned Grantor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

CLASSROOMDIRECT.COM, LLC,
a Delaware limited liability company

By: 

Name: David Vander Ploeg

Title: Treasurer

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: _____

Name: Anthea Del Bianco

Title: Vice President

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Very truly yours,

CLASSROOMDIRECT.COM, LLC,
a Delaware limited liability company

By: _____
Name: David Vander Ploeg
Title: Treasurer

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: Anthea Del Bianco

Name: Anthea Del Bianco
Title: Vice President

SCHEDULE 1

Classroomdirect.com, LLC
(Delaware LLC)

U.S. Trademark

Registered Mark

| Mark | Registration No. | Registration Date |
|---------------------|------------------|-------------------|
| CLASSROOMDIRECT.COM | 3685902 | 09/22/09 |