

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROJECT PORSCHE HOLDINGS CORPORATION		05/25/2010	CORPORATION: DELAWARE
PLATO, INC.		05/25/2010	CORPORATION: DELAWARE
PLATO LEARNING, INC.		05/25/2010	CORPORATION: DELAWARE
CYBERED, INC.		05/25/2010	CORPORATION: NEVADA
LIGHTSPAN, INC.		05/25/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO CAPITAL FINANCE, LLC, as Agent		
Street Address:	2450 Colorado Avenue		
Internal Address:	Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	2571152	ACADEMIC SYSTEMS	
Registration Number:	2571150	ACADEMIC SYSTEMS A	
Registration Number:	2351383	CYBER ED	
Registration Number:	3400748	EDUTEST	
Registration Number:	2519956		
Registration Number:	2351384	FUTURE EDUCATION TODAY	
Registration Number:	2490990	LIGHTSPAN	
Registration Number:	2489364	LIGHTSPAN ADVENTURES	
Registration Number:	2124084	LIQUID BOOKS	

900163115

TRADEMARK
 REEL: 004213 FRAME: 0472

CH \$690.00 2571152

Registration Number:	1153895	PLATO
Registration Number:	3001321	PLATO
Registration Number:	1202574	PLATO
Registration Number:	1233392	PLATO
Registration Number:	1022888	PLATO
Registration Number:	1090872	PLATO
Registration Number:	1098369	PLATO
Registration Number:	3341889	PLATO
Registration Number:	3341890	PLATO LEARNING
Registration Number:	3096240	PLATO LEARNING
Registration Number:	3597375	PLATO LEARNING ENVIRONMENT
Registration Number:	3593962	PLE
Registration Number:	3593963	PLE
Registration Number:	3331922	STRAIGHT CURVE
Registration Number:	3341888	STRAIGHT CURVE
Registration Number:	2237859	WE ARE THE DOGS
Serial Number:	78873247	ACADEMIC SYSTEMS
Serial Number:	78981277	ACADEMIC SYSTEMS

CORRESPONDENCE DATA

Fax Number: (213)627-0705

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (213) 683-5627

Email: nancycheng@paulhastings.com

Correspondent Name: Nancy Cheng

Address Line 1: Paul, Hastings, Janofsky & Walker LLP

Address Line 2: 515 S. Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	WFCF/PLATO (73896.00067)
NAME OF SUBMITTER:	Nancy Cheng
Signature:	/Nancy Cheng/
Date:	05/26/2010

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 25th day of May, 2010, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 25, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among **PROJECT PORSCHE HOLDINGS CORPORATION**, a Delaware corporation ("Parent"), **PLATO, INC.**, a Delaware corporation ("Borrower"), the lenders identified on the signature pages thereof (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter individually as a "Lender" and collectively as the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of May 25, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, "Trademark Collateral" shall not include anything that is not "Collateral" under, and as defined in, the Security Agreement.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all

tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds (or, (a) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, and (b) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all of the Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Secured Obligations, and (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record. Any Responsible Officer executing any certificate or other document made or delivered pursuant hereto, so executes or certifies in his/her capacity as a Responsible Officer on behalf of the applicable Loan Party and not in any individual capacity.

8. **THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.**

9. **THE PARTIES AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT, EACH MEMBER OF THE LENDER GROUP AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.**


10. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT, EACH MEMBER OF THE LENDER GROUP AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT, EACH MEMBER OF THE LENDER GROUP AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

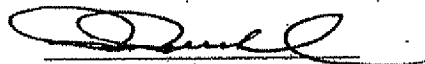
[Signature pages to follow.]

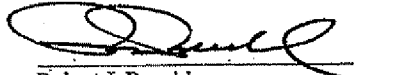
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

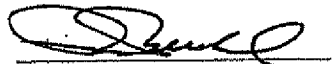
GRANTORS:

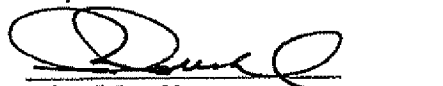
PROJECT PORSCHE HOLDINGS CORPORATION,
a Delaware corporation

By: 
Name: Robert J. Rueckl
Title: Vice President, Chief Financial Officer,
Treasurer and Secretary
PLATO, INC.,
a Delaware corporation

By: 
Name: Robert J. Rueckl
Title: Vice President, Chief Financial Officer,
Treasurer and Secretary
PLATO LEARNING, INC.,
a Delaware corporation

By: 
Name: Robert J. Rueckl
Title: Vice President, Chief Financial Officer,
Treasurer and Secretary
CYBERED, INC.,
a Nevada corporation

By: 
Name: Robert J. Rueckl
Title: Vice President, Chief Financial Officer,
Treasurer and Secretary
LIGHTSPAN, INC.,
a Delaware corporation

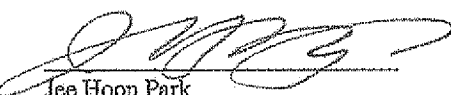
By: 
Name: Robert J. Rueckl
Title: Vice President, Chief Financial Officer,
Treasurer and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By:

Name:  Jee Hoon Park

Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

(a) U.S. and Foreign Trademark Registrations

Mark	Country	Reg No
PLATO LEARNING and Starman Design	Australia	976310
PLATO	Brunei	BR/10821
PLATO	Bulgaria	11273
ACADEMIC SYSTEMS and Design	Canada	TMA694711
PLATO	Canada	TMA247944
PLATO and Starman Design	Canada	TMA694682
PLATO LEARNING and Design	Canada	TMA694706
PLATO LEARNING and Starman Design	Canada	TMA674769
STRAIGHT CURVE and Design	Canada	TMA694705
PLATO	Costa Rica	53640
PLATO	Costa Rica	21274
PLATO	China P.R.	854592
PLATO	China P.R.	857885
PLATO	China P.R.	863531
PLATO	Dominican Republic	26900
PLATO	Egypt	53550
ACADEMIC SYSTEMS and Design	European Community	5063664
CYBERED	European Community	3429727
PLATO	European Community	2701860
PLATO	European Community	143115
PLATO and Starman Design	European Community	5063706
PLATO LEARNING and Design	European Community	5063722

Mark	Country	Reg No
PLATO LEARNING and Starman Design	European Community	3181302
PLATO LEARNING and Starman Design	European Community	4384152
STRAIGHT CURVE and Design	European Community	5063748
PLATO	Hong Kong	19890568
PLATO LEARNING and Design	India	1249318
PLATO	Iran	47978
PLATO	Ireland	B99569
PLATO	Jamaica	20223
PLATO	Japan	1809366
PLATO	Malaysia	M/89882
PLATO	Malaysia	S/27615
PLATO	Malaysia	SAR/25420
PLATO LEARNING and Starman Design	Mexico	855505
PLATO LEARNING and Starman Design	Mexico	855272
PLATO LEARNING and Starman Design	Mexico	855010
PLATO	Morocco/Tangier	27833
PLATO (INACTIVE)	Philippines	40632
PLATO (INACTIVE)	Philippines	41512
PLATO	Puerto Rico	43958
PLATO	Puerto Rico	43957
PLATO LEARNING	Puerto Rico	61211
PLATO	Romania	10190
PLATO	Singapore	T81/01126F
PLATO	Singapore	T82/03453G
PLATO	South Africa	79/3237

Mark	Country	Reg No
PLATO	South Africa	93/11972
PLATO	South Africa	1977/03980
PLATO LEARNING and Starman Design	South Africa	2003/19080
PLATO LEARNING and Starman Design	South Korea	13315
PLATO	South Korea	16007
PLATO	Taiwan	720386
PLATO	Taiwan	727761
PLATO	Tangier/Morocco	R11771
PLATO LEARNING and Starman Design	United Arab Emirates	52023
PLATO LEARNING and Starman Design	United Arab Emirates	52025
PLATO LEARNING and Starman Design	United Arab Emirates	52024
PLATO	United Kingdom	1287557
PLATO	United Kingdom	1083449
ACADEMIC SYSTEMS	United States	2,571,152
ACADEMIC SYSTEMS and A Design	United States	2,571,150
CYBER ED	United States	2,351,383
EDUTEST	United States	3,400,748
Flash Design	United States	2,519,956
FUTURE EDUCATION TODAY	United States	2,351,384
LIGHTSPAN	United States	2,490,990
LIGHTSPAN ADVENTURES	United States	2,489,364
LIQUID BOOKS	United States	2,124,084
PLATO	United States	1,153,895
PLATO	United States	3,001,321
PLATO	United States	1,202,574

Mark	Country	Reg No
PLATO	United States	1,233,392
PLATO	United States	1,022,888
PLATO	United States	1,090,872
PLATO	United States	1,098,369
PLATO and Starman Design	United States	3,341,889
PLATO LEARNING and Design	United States	3,341,890
PLATO LEARNING and Starman Design	United States	3,096,240
PLATO LEARNING ENVIRONMENT	United States	3,597,375
PLE	United States	3,593,962
PLE and Design	United States	3,593,963
STRAIGHT CURVE	United States	3,331,922
STRAIGHT CURVE and Design	United States	3,341,888
WE ARE THE DOGS	United States	2,237,859
PLATO	Venezuela	92941F

(b) U.S. and Foreign Trademark Applications:

Mark	Country	App No	App Date
ACADEMIC SYSTEMS and Design	United States	78/873,247	5/1/2006
ACADEMIC SYSTEMS and Design	United States	78/981277	5/1/2006
ACADEMIC SYSTEMS and Design	South Africa	2006/09799	5/5/2006
ACADEMIC SYSTEMS and Design	South Africa	2006/09798	5/5/2006
ACADEMIC SYSTEMS and Design	South Africa	2006/09800	5/5/2006
PLATO and Starman Design	South Africa	2006/09803	5/5/2006
PLATO and Starman Design	South Africa	2006/09802	5/5/2006
PLATO and Starman Design	South Africa	2006/09801	5/5/2006
PLATO LEARNING and Design	South Africa	2006/09804	5/5/2006
PLATO LEARNING and Design	South Africa	2006/09805	5/5/2006
PLATO LEARNING and Design	South Africa	2006/09806	5/5/2006
STRAIGHT CURVE and Design	South Africa	2006/09808	5/5/2006
STRAIGHT CURVE and Design	South Africa	2006/09807	5/5/2006
STRAIGHT CURVE and Design	South Africa	2006/09809	5/5/2006