

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NATIONWIDE LEARNING, LLC		08/19/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	C3 CAPITAL PARTNERS II, L.P.		
Street Address:	4520 MAIN STREET, SUITE 1600		
City:	KANSAS CITY		
State/Country:	MISSOURI		
Postal Code:	64111		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2749538		
Registration Number:	2760939	STUDENTALES	
Registration Number:	2770894	MOTIVATING STUDENTS TO LEARN THROUGH PUBLISHING	
Registration Number:	2853237	STUDENTREASURES	
CORRESPONDENCE DATA			
Fax Number:	(816)412-1263		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	816.842.8600		
Email:	TRADEMARK@STINSON.COM		
Correspondent Name:	CYNTHIA MAUST		
Address Line 1:	STINSON MORRISON HECKER LLP		
Address Line 2:	1201 WALNUT STREET, SUITE 2900		
Address Line 4:	KANSAS CITY, MISSOURI 64106-2150		
ATTORNEY DOCKET NUMBER:	808723-0012		

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~~TRADEMARK~~
REEL: 004274 FRAME: 0393

NAME OF SUBMITTER:	CYNTHIA MAUST
Signature:	/cynthia maust/
Date:	09/02/2010
Total Attachments: 2 source=Notice of Grant of Security Interest in Trademarks C3 Capital#page1.tif source=Notice of Grant of Security Interest in Trademarks C3 Capital#page2.tif	

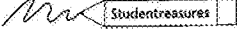
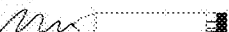
NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement, dated as of August 19, 2010 (as the same may be amended, consolidated, restated, replaced or otherwise modified from time to time, the "Security Agreement"), by and between Nationwide Learning, LLC (the "Borrower") and C3 Capital Partners II, L.P. ("Purchaser"), the Borrower has granted to Purchaser, as security for the Obligations referred to in the Security Agreement, a continuing security interest in and continuing lien upon the trademarks and trademark applications described below, and the goodwill associated with such trademarks:

TRADEMARKS

STUDENTREASURES and Design 	Registered	2,853,237	June 15, 2004
MOTIVATING STUDENTS TO LEARN THROUGH PUBLISHING	Registered	2,770,894	October 7, 2003
STUDENTALES	Registered	2,760,939	September 9, 2003
Design 	Registered	2,749,538	August 12, 2003

TRADEMARK APPLICATIONS

<u>Trademark Applications No.</u>	<u>Description of Trademark</u>	<u>Date of Trademark Application</u>
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None.

The Borrower and Purchaser agree that the security interest in and lien upon the foregoing trademarks and trademark applications (a) may only be terminated in accordance with the terms of the Security Agreement and the Securities Purchase Agreement referred to therein, and (b) is not to be construed as an absolute assignment of any trademark or trademark application.

The security interests evidenced by this notice have been subordinated to certain security interests in favor of Enterprise Bank & Trust pursuant to, and to the extent provided in, the Subordination Agreement dated as of August 19, 2010, in favor of Enterprise Bank & Trust, as the same may be amended, restated, consolidated, replaced or otherwise modified from time to time.

Very truly yours,

NATIONWIDE LEARNING, LLC

By: David J. Ruffel
Name:
Title: Secretary

Acknowledged and Accepted:

C3 CAPITAL PARTNERS II, L.P.

By: C₃ Partners II, LLC
Its: General Partner

By: [Signature]
Steve Swartzman, Manager

[SIGNATURE PAGE TO TRADEMARK NOTICE]