

J:KYLE G FOLEY COMPANY:875 THIRD AVENUE

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TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

10/18/2010
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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Educational Tools, LLC		10/15/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, N.A.
Street Address:	45 Broadway
Internal Address:	14th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10006
Entity Type:	COMPANY: South Dakota

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3102414	PARENT'S DESK REFERENCE
Registration Number:	3118841	DISCOVERING PHONICS
Registration Number:	3077939	TEACHER'S DESK REFERENCE
Serial Number:	77796203	ICORE

CORRESPONDENCE DATA

Fax Number: (212)223-6433
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2125004766
 Email: kfoley@zgbcllp.com
 Correspondent Name: Kyle G Foley
 Address Line 1: 875 Third Avenue
 Address Line 2: 29th Floor
 Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: Kyle G Foley

FILED 03/11/10

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Signature:	<i>kgf</i>
Date:	10/18/2010
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TRADEMARK SECURITY AGREEMENT SUPPLEMENT*(First Lien)*

This TRADE MARK SECURITY AGREEMENT SUPPLEMENT (this "Trademark Security Agreement Supplement") dated October 18, 2010, is made by the Person listed on the signature page hereof (the "Company") in favor of 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 First Lien Representatives and the holders of the First Lien Obligations (each as defined in the Collateral Trust Agreement and collectively, together with the Collateral Trustee, the "Secured Parties").

WHEREAS the Company and the other Grantors have entered into an Amended and Restated Indenture, dated as of October 15, 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 First Out Floating Rate Senior Secured Notes due 2013 (the "First Out Notes") and Last Out Floating Rate Senior Secured Notes due 2013 (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 "Last Out Notes"), and together with the First Out Notes, collectively, the "First Lien Notes"). The Grantors (other than the Company) have guaranteed the obligations of the Company in respect of the First 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 First Lien Representatives and the other holders of the First Lien Obligations to enter into the other First Lien Documents, the Company and the other Grantors have delivered (i) that certain First 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 the Grantors and Collateral Trustee, (ii) that certain First Lien Copyright Security Agreement, dated as of March 11, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Copyright Security Agreement") among Grantors signatory thereto and Collateral Trustee, and (iii) that certain First Lien Trademark Security Agreement, dated as of March 11, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") among the Grantors signatory thereto and the Collateral Trustee.

Terms defined in the Security Agreement and the Collateral Trust Agreement and not otherwise defined herein are used herein as defined in the Security Agreement and the Collateral Trust Agreement.

WHEREAS, under the terms of the Security Agreement, the Company has granted to Collateral Trustee a security interest in, and continuing lien on, all of its right, title and interest in, to and under the Trademarks, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral") and has agreed as a condition thereof to execute this Trademark Security Agreement Supplement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Grant of Security. The Company hereby grants to the Collateral Trustee, for the stable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to the following (the "Collateral"):

[Signatures Page First Lien Trademark Security Agreement]

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(A) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(B) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(C) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(D) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Trademark Collateral by the Company under this Trademark Security Agreement Supplement secures the payment of all Obligations of the Grantors now or hereafter existing under or in respect of the First Lien Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recording. The Company authorizes and requests that the Register of the Commissioner for Trademarks and any other applicable government officer to record this Trademark Security Agreement Supplement.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Company does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Trustee with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5. Governing Law. This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflict of laws provisions.

[Signature Page First Lien Trademark Security Agreement - EDU]

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COLLATERAL TRUSTEE:

WELLS FARGO BANK, N.A.
as Collateral Trustee

By:

Raymond Dell Colle
Name: Raymond Dell Colle
Title: Vice President

[Signature Page First Line Trademark Security Agreement]

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IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**EDUCATIONAL TOOLS, LLC, as a
Grantor**

By: Triumph Learning, LLC, its sole member

By: 
Name: Paul J. Decca
Title: Chief Financial Officer

[Signature Page First Lien Trademark Security Agreement - EDU]

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SCHEDULE A**TRADEMARKS**

Name of Grantor	Trademark	Registration Date	Registration Number
Educational Tools, LLC	"Parent's Desk Reference"	June 6, 2006	3102414
Educational Tools, LLC	"Discovering Phonics"	July 18, 2006	3116641
Educational Tools, LLC	"Teacher's Desk Reference"	April 4, 2006	3077939
Educational Tools, LLC	"CORE"	September 7, 2010	77796203

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