

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
KLC School Partnership LLC		06/25/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	BNP Paribas		
Street Address:	100 Crescent Court, Suite 500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Societe Anonyme: FRANCE		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Registration Number:	3294415	EDUCATION STATION	
Registration Number:	3294411	EDUCATION STATION	
Registration Number:	3539004	SUCCESS BEGINS HERE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)735-2000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 735-2972		
Email:	bgoldner@skadden.com, smarquez@skadden.com		
Correspondent Name:	Bruce Goldner		
Address Line 1:	Four Times Square		
Address Line 2:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 4:	New York, NEW YORK 10036-6522		
ATTORNEY DOCKET NUMBER:	055660/70		
NAME OF SUBMITTER:	Bruce Goldner		

CH \$90.00 3294415

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**TRADEMARK**  
 REEL: 004463 FRAME: 0435

Signature:	/Bruce Goldner/
Date:	01/28/2011
<b>Total Attachments: 6</b> source=KLC - BNP Paribas Security Interest to KLC School Partnership - 6-25-10#page1.tif source=KLC - BNP Paribas Security Interest to KLC School Partnership - 6-25-10#page2.tif source=KLC - BNP Paribas Security Interest to KLC School Partnership - 6-25-10#page3.tif source=KLC - BNP Paribas Security Interest to KLC School Partnership - 6-25-10#page4.tif source=KLC - BNP Paribas Security Interest to KLC School Partnership - 6-25-10#page5.tif source=KLC - BNP Paribas Security Interest to KLC School Partnership - 6-25-10#page6.tif	

## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, KLC SCHOOL PARTNERSHIPS LLC**, a Delaware limited liability company (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Knowledge Learning Corporation, a Delaware corporation (“**Company**”), has entered into an Amended and Restated Credit Agreement dated as of June 25, 2010 (said Amended and Restated Credit Agreement, as it may hereto fore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) with the financial institutions from time to time party thereto (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”) and BNP Paribas, as Agent for the Lenders (in such capacity, “**Secured Party**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

**WHEREAS**, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Lender Hedge Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders or, in the case of the Existing Lender Hedge Agreement, a lender under the Existing Company Credit Agreement, at the time such Lender Hedge Agreements are entered into (in such capacity, collectively, “**Hedge Counterparties**”); and

**WHEREAS**, Grantor has executed and delivered that certain Amended and Restated Subsidiary Guaranty dated as June 25, 2010 (said Amended and Restated Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Guaranty**”) in favor of Secured Party for the benefit of Lenders and any Hedge Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement land the other Loan Documents and all obligations of Company under the Lender Hedge Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

**WHEREAS**, Holdings has executed and delivered that certain Amended and Restated Holdings Guaranty dated as of June 25, 2010 (said Amended and Restated Holdings Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Holdings Guaranty**”) in favor of Secured Party for the benefit of Lenders and any Hedge Counterparties, pursuant to which Holdings has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Hedge Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

**WHEREAS**, pursuant to the terms of an Amended and Restated Security Agreement dated as of June 25, 2010 (said Amended and Restated Security Agreement, as it may heretofore

have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party became a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party, for the benefit of the Beneficiaries (as defined in the Security Agreement), a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now owned or hereafter acquired, wherever the same may be located and whether or not subject to the UCC (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, Trademark Registrations and Trademark Rights, as each is defined in the Security Agreement (including, without limitation, the trademarks registrations and applications specifically set forth on Schedule A annexed hereto, as the same may be amended pursuant hereto from time to time); and
- (ii) all Proceeds, as defined in the Security Agreement, with respect to any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have granted a security interest in, any of Grantor’s rights or interests in any license, contract or agreement to which such Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such grant is prohibited by applicable law or to the extent that such a grant would, under the terms of any license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under, any such license, contract or agreement (other than to the extent that any such prohibition would be rendered ineffective pursuant to the UCC (as defined in the Security Agreement) or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such prohibition, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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 that any provision of this Grant of Trademark Security Interest is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

This Grant of Trademark Security Interest and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of New York, without regard to the conflicts of law principles.

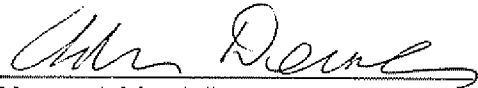
Secured Party's address is:

BNP Paribas  
100 Crescent Court, Suite 500  
Dallas, Texas 75201  
Attention: Sean Davenport  
Facsimile: 214-969-0260

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**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the \_\_\_\_ day of June, 2010.

**KLC SCHOOL PARTNERSHIPS LLC**

By:   
Name: Adrian J. Downes  
Title: Chief Financial Officer

[Grant of Trademark Security Interest]

**TRADEMARK**  
**REEL: 004463 FRAME: 0440**

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**KLC SCHOOL PARTNERSHIPS LLC**

By: \_\_\_\_\_

Name:

Title:

Grant of Trademark  
Security Interest

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

**Registered US Trademarks for KLC School Partnerships LLC:**

<b>Trademark Name</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Next Renewal Date</b>	<b>Owner's Name</b>
EDUCATION STATION & Schoolhouse Design	3294415	18-Sep-2007	18-Sep-2017	Education Station, LLC
EDUCATION STATION (Stylized)	3294411	18-Sep-2007	18-Sep-2017	Education Station, LLC
SUCCESS BEGINS HERE	3539004	25-Nov-2008	25-Nov-2018	Education Station, LLC

**Pending US Trademarks for KLC School Partnerships LLC: none**

**Registered Foreign Trademarks for KLC School Partnerships LLC: none**

**Pending Foreign Trademarks for KLC School Partnerships LLC: none**

**Domain names for KLC School Partnerships LLC:**

<b>Domain Name</b>	<b>Expiration Date</b>	<b>Account Holder</b>
CHAMPIONSFUN.COM	09-Feb-11	Champions
CHAMPIONSLEARNERS.COM	09-Feb-11	Champions
CHAMPIONSLEARNING.COM	09-Feb-11	Champions
DISCOVERCHAMPIONS.COM	09-Feb-11	Champions
DISCOVERCHAMPIONS.NET	11-Feb-11	Champions
DISCOVERCHAMPIONS.ORG	11-Feb-11	Champions
EXPLORECHAMPIONS.COM	09-Feb-11	Champions
scienceadventures.com	14-Apr-15	Science Enrichment Services