

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
LAKELAND FINANCE, LLC		04/28/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CHARLESBANK CAPITAL PARTNERS, LLC		
Street Address:	200 Clarendon Street		
Internal Address:	54th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	LIMITED LIABILITY COMPANY: MASSACHUSETTS		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3629871	FIELD STUDIES INTERNATIONAL	
Registration Number:	3621875		
Registration Number:	3743643	THE FIELD STUDIES CENTER	
Registration Number:	3479690	AHSTF	
Registration Number:	3414331	DISCOVERY FOR CREDIT	
Serial Number:	77875590	WORLDSTRIDES ACADEMY	
Serial Number:	77825039	MYTRIP	
Serial Number:	77628739	GEORGE WASHINGTON SCHOLARS FORUM	
Serial Number:	77628789		
Serial Number:	77420057	DISCOVERY JOURNAL	
CORRESPONDENCE DATA			
Fax Number:	(617)523-1231		

OP \$265.00 3629871

900183580

TRADEMARK
 REEL: 004471 FRAME: 0022

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

Phone: 6175701255
Email: rcrawford@goodwinprocter.com
Correspondent Name: Robert M. Crawford, Jr.
Address Line 1: Exchange Place
Address Line 2: Goodwin Procter LLP
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	121423-177530
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NAME OF SUBMITTER:	Robert M. Crawford
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Signature:	/Robert M. Crawford/
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Date:	02/08/2011
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Total Attachments: 4

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NOTICE OF TRADEMARK SECURITY INTEREST

THIS NOTICE OF TRADEMARK SECURITY INTEREST, effective as of April 28, 2010 (the "Effective Date"), is by and between **LAKELAND FINANCE, LLC**, a Delaware limited liability company (the "Grantor"), and **CHARLESBANK CAPITAL PARTNERS, LLC**, as Collateral Agent (in such capacity, the "Grantee"), for the benefit of the Trustee, each present and future holder of Notes or any other Parity Lien Debt or Parity Lien Obligation (collectively, the "Parity Lien Creditors"). Capitalized terms used herein without definition have the meanings ascribed to such terms in the Indenture (as defined below).

RECITALS

WHEREAS, Grantor, Wells Fargo Bank, National Association, a national banking association, as former collateral agent under the Indenture (as defined below) (the "Former Collateral Agent") and the Guarantors (as defined herein) were parties to an Indenture dated as of December 15, 2005 (as amended, the "Indenture"), pursuant to which the Former Collateral Agent acted as trustee for the holders of certain of the Company's Senior Secured Notes (the "Holders");

WHEREAS, the Former Collateral Agent was a party to each of (i) the Security Agreement, dated as of December 15, 2005, among the Grantor, the other parties thereto and the Former Collateral Agent, as collateral agent (the "Collateral Agreement"); (ii) the Copyright Security Agreement, dated as of December 15, 2005, between the Grantor and the Former Collateral Agent, as collateral agent (the "Copyright Security Agreement"); (iii) the Trademark Security Agreement, dated as of December 15, 2005, between the Grantor and the Former Collateral Agent, as collateral agent (the "Trademark Security Agreement"); (iv) the Holdings Pledge Agreement, dated as of December 15, 2005, between the Grantor and the Former Collateral Agent, as collateral agent (the "Parent Pledge Agreement"); (v) the Pledge Agreement, dated as of December 15, 2005, between the Grantor and the Former Collateral Agent, as collateral agent (the "Company Pledge Agreement"); and (vi) the Lakeland Tours Pledge Agreement, dated as of December 15, 2005, between Lakeland Tours, LLC and the Former Collateral Agent, as collateral agent (the "Subsidiary Pledge Agreement" and, together with the Collateral Agreement, the Copyright Security Agreement, the Trademark Security Agreement, the Parent Pledge Agreement and the Company Pledge Agreement, the "Ancillary Agreements");

WHEREAS, the Grantor, the Former Collateral Agent and the Successor Trustee entered into that certain Assignment and Assumption Agreement dated as of the Effective Date (the "Assignment Agreement"), pursuant to which, the Former Collateral Agent resigned as trustee under the Indenture and the Holders appointed Successor Trustee as successor trustee under the Indenture;

WHEREAS, Grantor, the Grantee, and the Trustee entered into that certain Assignment and Assumption Agreement dated as of April 28, 2010 (the "Assignment Agreement"), pursuant to which, the Trustee resigned as trustee under the Indenture and appointed Grantee as successor trustee under the Indenture;

WHEREAS, pursuant to the terms of the Collateral Agreement and the Trademark Security Agreement Grantor granted to Trustee, for the benefit of each present and future Parity Lien Creditor a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Collateral Agreement); and

WHEREAS, following the date of the Collateral Agreement, Grantor acquired ownership of the Trademarks, Trademarks registrations, and Trademarks applications listed on Schedule A annexed hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby acknowledge and agree that pursuant to the Collateral Agreement, the Trademark Security Agreement and the Assignment Agreement it has granted to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule A annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including without limitation, the Trademarks and Trademark registrations referred to in Schedule A amend hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule A and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This Notice of Trademark Security Interest is part of the security interests granted to Grantee pursuant to the Collateral Agreement, the Trademark Security Agreement and the Assignment Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained therein. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the Trademark Security Agreement and the Assignment Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Notwithstanding anything herein to the contrary, the lien and security interest granted to Grantee pursuant to this Notice of Trademark Security Interest and the exercise of any right or remedy by Grantee hereunder are subject to the provisions of the Intercreditor Agreement, dated as of December 15, 2005, among Grantor, the pledgors from time to time party thereto, Antares Capital Corporation, as Credit Agreement Agent under the Credit Agreement (as defined therein), Trustee, Antares Capital Corporation, as Priority Lien Collateral Agent, and Grantee, as Parity Collateral Agent (as amended, supplemented, amended and restated or otherwise modified and in effect from time to time, the "Intercreditor Agreement"). In the event of any conflict between the terms of the Intercreditor Agreement and this Notice of Trademark Security Interest, the terms of the Intercreditor Agreement will govern.

IN WITNESS WHEREOF, Grantor has caused this Notice of Trademark Security Interest to be duly executed by its duly authorized officer as of the date first set forth above.

LAKELAND FINANCE, LLC,
a Delaware limited liability company

By: James C. Gerber
Name: James C. Gerber
Title: Chief Financial Officer

Acknowledged:

CHARLESBANK CAPITAL PARTNERS, LLC, a
Massachusetts limited liability company

By: [Signature]
Name: _____
Title: _____

SCHEDULE A**To Notice of Security Interest In Trademarks**

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
WORLDSTRIDES ACADEMY	77/875590	11/18/2009			LAKELAND FINANCE, LLC
MYTRIP	77/825039	9/11/2009			LAKELAND FINANCE, LLC
GEORGE WASHINGTON SCHOLARS FORUM	77/628739	12/8/2008			LAKELAND FINANCE, LLC
Design only	77/628789	12/8/2008			LAKELAND FINANCE, LLC
FIELD STUDIES INTERNATIONAL	77/460473	4/29/2008	3629871	6/2/2009	LAKELAND FINANCE, LLC
Design only	77/461065	4/29/2008	3621875	5/19/2009	LAKELAND FINANCE, LLC
THE FIELD STUDIES CENTER	77/460912	4/29/2008	3743643	2/2/2010	LAKELAND FINANCE, LLC
DISCOVERY JOURNAL	77/420057	3/12/2008			LAKELAND FINANCE, LLC
AHSTF	77327291	11/12/2007	3479690	8/5/2008	LAKELAND FINANCE, LLC
DISCOVERY FOR CREDIT	77/246141	8/3/2007	3414331	4/22/2008	LAKELAND FINANCE, LLC