

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lakeland Finance, LLC		06/28/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital Corporation		
Street Address:	311 SOUTH WACKER DRIVE		
Internal Address:	SUITE 4400		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	77875590	WORLDSTRIDES ACADEMY	
Serial Number:	77825039	MYTRIP	
Serial Number:	77628739	GEORGE WASHINGTON SCHOLARS FORUM	
Serial Number:	77628789		
Registration Number:	3629871	FIELD STUDIES INTERNATIONAL	
Registration Number:	3621875		
Registration Number:	3743643	THE FIELD STUDIES CENTER	
Serial Number:	77420057	DISCOVERY JOURNAL	
Registration Number:	3479690	AHSTF	
Registration Number:	3414331	DISCOVERY FOR CREDIT	
CORRESPONDENCE DATA			
Fax Number:	(617)523-1231		

OP \$265.00 77875590

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TRADEMARK
REEL: 004495 FRAME: 0588

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

Phone: 617.570.1292
Email: mrovner@goodwinprocter.com
Correspondent Name: Miriam J. Rovner
Address Line 1: Exchange Place, 53 State Street
Address Line 2: Goodwin Procter LLP
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ATTORNEY DOCKET NUMBER:	121423-177530
NAME OF SUBMITTER:	Miriam J. Rovner
Signature:	/mjr/
Date:	03/10/2011

Total Attachments: 3

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NOTICE OF TRADEMARK SECURITY INTEREST

THIS NOTICE OF TRADEMARK SECURITY INTEREST, dated as of June 28, 2010, is between **LAKELAND FINANCE, LLC**, a Delaware limited liability company (the "Grantor"), and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as Agent (in such capacity, the "Grantee"), for the benefit of itself and all financial institutions that from time to time become lenders (the "Lenders") under the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor, Lakeland Tours, LLC, a Delaware limited liability company ("Lakeland Tours"), and Heritage Education and Festivals, LLC, a Delaware limited liability company ("Festivals," Grantor, Lakeland Tours and Festivals are referred to therein each individually as a "Borrower and collectively as the "Borrowers") have entered into that certain Credit Agreement dated as of December 15, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantor, as Funds Administrator, Antares Capital Corporation, as agent ("Agent") for the benefit of Lenders, and as a Lender, providing for extensions of credit and other financial accommodations to be made to Borrowers by Lenders.

WHEREAS, pursuant to the terms of a Borrowers Security Agreement dated as of December 15, 2005 among Grantor, each other Borrower and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee for the benefit of Agent and Lenders 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 Security 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 Security Agreement); and

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

NOW, THEREFORE, Grantor does hereby provide notice that it has granted to Grantee a continuing security interest, pursuant to the Security Agreement, 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"):

- (1) each Trademark, Trademark registration and Trademark application referred to in Schedule A annexed hereto (together with any reissues, continuations or extensions thereof), and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark, Trademark registration and Trademark application; and
- (2) 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 such Trademarks, or (b) injury to the goodwill associated with any such Trademarks.

This Notice of Trademark Security Interest is provided in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral are fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 28th day of June, 2010.

LAKELAND FINANCE, LLC,
a Delaware limited liability company

By: James Gerber
Name: JAMES GERBER
Title: CFO

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