

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
THE TEACHING COMPANY, LLC		03/16/2011	LIMITED LIABILITY COMPANY: DELAWARE
THE TEACHING COMPANY SALES, LLC		03/16/2011	LIMITED LIABILITY COMPANY: DELAWARE
THE TEACHING COMPANY HOLDINGS, INC.		03/16/2011	CORPORATION: DELAWARE
THE TEACHING COMPANY INTERMEDIATE HOLDINGS, INC.		03/16/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
Street Address:	2325 Lakeview Parkway
Internal Address:	Suite 700
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30009
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	85139118	THE GREAT COURSES
Serial Number:	85141940	THE JOY OF LIFELONG LEARNING EVERY DAY
Registration Number:	1704609	SUPERSTAR TEACHERS
Registration Number:	1859109	
Registration Number:	1947801	THE TEACHING COMPANY
Registration Number:	2717476	THE TEACHING COMPANY
Registration Number:	2785870	TEACHING THAT ENGAGES THE MIND
Registration Number:	2896616	THE GREAT COURSES

900186563

**TRADEMARK
 REEL: 004498 FRAME: 0858**

CH \$515.00 85139118

Registration Number:	2975207	GREAT MINDS OF THE WESTERN INTELLECTUAL TRADITION
Registration Number:	2909770	GREAT MINDS
Registration Number:	1770044	WORDSCORE
Registration Number:	1808062	WORDSCORE
Registration Number:	3009025	GREAT MINDS
Registration Number:	3025632	THE TEACHING COMPANY
Registration Number:	3033618	
Registration Number:	3270397	GREAT TEACHERS, GREAT COURSES, GREAT VALUE GUARANTEED.
Registration Number:	3220879	GREAT PROFESSORS, GREAT COURSES, GREAT VALUE GUARANTEED.
Serial Number:	77207494	GREAT TEACHERS
Serial Number:	85144198	THE LEADER IN LIFELONG LEARNING
Serial Number:	77963099	

CORRESPONDENCE DATA

Fax Number: (213)830-8743
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213-680-6400
Email: kimberley.lathrop@bingham.com
Correspondent Name: Kimberley A. Lathrop
Address Line 1: 355 South Grand Avenue
Address Line 2: Bingham McCutchen LLP
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	3002329.321433
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/
Date:	03/16/2011

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 16, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 16, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

all of its Trademarks and all material IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

all renewals and extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and material IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

THE TEACHING COMPANY, LLC,
as Grantor

By: 

Name:

Title:

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004498 FRAME: 0863

THE TEACHING COMPANY SALES,
LLC, as Grantor

By: _____

A handwritten signature in black ink, consisting of several loops and a vertical stroke, is written over a horizontal line.


Name:

Title:

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004498 FRAME: 0864


THE TEACHING COMPANY
HOLDINGS, INC., as Grantor

By: 
Name:
Title:

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004498 FRAME: 0865

THE TEACHING COMPANY
INTERMEDIATE HOLDINGS, INC.,
as Grantor

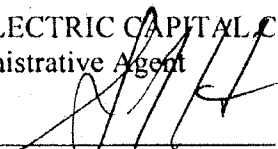
By: 
Name: _____
Title: _____

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004498 FRAME: 0866

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 
Name: Steven J. Heise
Title: Duly Authorized Signatory

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004498 FRAME: 0867

SCHEDULE I
TO
Trademark SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS & TRADEMARK APPLICATIONS

COUNTRY	MARK	STATUS	APPL. NO.	APPL. DATE	REG. DATE	REG. NO.	REG. REF.
Australia	THE GREAT COURSES & Torch Devi	Filed	1386512	10/1/2010			4298-0118
Australia	THE TEACHING COMPANY	Registered	938899	12/31/2002	5/9/2003	938899	4298-0014
Australia	THE GREAT COURSES	Registered	951933	4/28/2003	9/19/2005	951933	4298-0025
Australia	TEACHING THAT ENGAGES THE MIND	Registered	950162	4/9/2003	10/31/2003	950162	4298-0029
Australia	TORCH DESIGN	Registered	951932	4/28/2003	1/12/2004	951932	4298-0033
Australia	GREAT MINDS	Registered	982447	12/16/2003	5/10/2004	982447	4298-0042
Australia	GREAT MINDS OF THE WESTERN INT	Registered	982448	12/16/2003	5/10/2004	982448	4298-0050
Australia	THE TEACHING COMPANY	Registered	1027539	10/29/2004	3/7/2005	1027539	4298-0070
Australia	GREAT TEACHERS	Registered	1195872	8/29/2007	8/1/2008	1195872	4298-0076
Australia	TORCH Device	Filed	1383961	9/16/2010			4298-0102
Australia	THE JOY OF LIFELONG LEARNING E	Filed	1398904	12/9/2010			4298-0132
Canada	THE GREAT COURSES & Torch Devi	Filed	PENDING	10/1/2010			4298-0119
Canada	THE TEACHING COMPANY	Registered	1,175,086	4/29/2003	6/16/2006	666154	4298-0024
Canada	THE GREAT COURSES	Filed	1,175,085	4/29/2003			
Canada	TEACHING THAT ENGAGES THE MIND	Registered	1173244	4/9/2003	9/20/2007	696923	4298-0030
Canada	TORCH DESIGN	Registered	1175089	4/29/2003	3/15/2005	635,222	4298-0034
Canada	GREAT MINDS	Registered	1202295	12/24/2003	10/18/2006	675208	4298-0043
Canada	GREAT MINDS OF THE WESTERN INT	Registered	1202297	12/24/2003	11/27/2006	677649	4298-0051
Canada	GREAT TEACHERS	Filed	1,362,758	9/7/2007			4298-0077
Canada	TORCH Device	Filed	PENDING	9/20/2010			4298-0103
Canada	THE JOY OF LIFELONG LEARNING E	Docket					4298-0133
China P.R.	THE GREAT COURSES & Torch Devi	Filed	PENDING	10/8/2010			4298-0120
China P.R.	THE GREAT COURSES & Torch Devi	Filed	PENDING	10/8/2010			4298-0121
China P.R.	THE GREAT COURSES & Torch Devi	Filed	PENDING	10/8/2010			4298-0122
China P.R.	THE TEACHING COMPANY	Registered	3455055	2/8/2003	8/7/2004	3455055	4298-0015
China P.R.	GREAT MINDS	Registered	3859648	12/24/2003	1/21/2006	3859648	4298-0044
China P.R.	GREAT MINDS OF THE WESTERN INT	Registered	3859650	12/24/2003	1/21/2006	3859650	4298-0052

COUNTRY	MARK	STATUS	PENDING DATE	REG. DATE	REG. NO.	REG. DATE	REG. NO.
China P.R.	GREAT MINDS	Registered	12/24/2003	6/14/2006	3859649	3859649	4298-0058
China P.R.	GREAT MINDS OF THE WESTERN INT	Registered	12/24/2003	5/21/2007	3859651	3859651	4298-0059
China P.R.	GREAT TEACHERS	Registered	9/21/2007	3/28/2010	6288182	6288182	4298-0078
China P.R.	GREAT TEACHERS	Registered	9/21/2007	2/28/2010	6288183	6288183	4298-0079
China P.R.	TORCH Device	Filed	9/19/2010		PENDING		4298-0104
China P.R.	TORCH Device	Filed	9/19/2010		PENDING		4298-0105
China P.R.	TORCH Device	Filed	9/19/2010		8682595		4298-0106
China P.R.	THE JOY OF LIFELONG LEARNING E	Docket					4298-0134
CTM	THE JOY OF LIFELONG LEARNING E	Filed	11/5/2010		9499575		4298-0135
CTM	THE TEACHING COMPANY	Registered	1/2/2003	12/15/2004	2993889	2993889	4298-0016
CTM	THE GREAT COURSES	Inactive	4/25/2003		3179521		4298-0027
CTM	TEACHING THAT ENGAGES THE MIND	Registered	4/9/2003	11/1/2004	3173201	3173201	4298-0031
CTM	TORCH DESIGN	Registered	4/25/2003	1/31/2005	3179512	3179512	4298-0035
CTM	GREAT MINDS	Registered	12/16/2003	4/13/2005	3557451	3557451	4298-0045
CTM	GREAT MINDS OF THE WESTERN INT	Registered	12/16/2003	6/9/2005	3557436	3557436	4298-0053
CTM	THE TEACHING COMPANY	Registered	10/21/2004	11/28/2005	4082277	4082277	4298-0071
CTM	GREAT TEACHERS	Inactive	9/12/2007		6296768		4298-0080
CTM	TORCH Device	Filed	9/16/2010		9380064		4298-0107
CTM	THE GREAT COURSES & Torch Devi	Filed	10/1/2010		9418252		4298-0123
CTM	THE GREAT COURSES	Registered	9/24/2009	6/21/2010	8571424	8571424	4298-0087
CTM	THE GREAT COURSES with Torch &	Registered	9/24/2009	6/21/2010	8571317	8571317	4298-0088
Great Britain	THE GREAT COURSES	Registered	9/24/2009	5/7/2010	2526953	2526953	4298-0089
Japan	THE TEACHING COMPANY	Registered	1/7/2003	8/1/2003	2003-000268	4697127	4298-0017
Japan	THE GREAT COURSES	Registered	4/25/2003	5/28/2004	2003-39194	4774242	4298-0028
Japan	TEACHING THAT ENGAGES THE MIND	Registered	4/9/2003	3/12/2004	2003-28556	4756163	4298-0032
Japan	TORCH DESIGN	Registered	4/25/2003	5/28/2004	2003-34195	4774243	4298-0036
Japan	GREAT MINDS	Registered	12/19/2003	10/22/2004	2003-113257	4812380	4298-0046
Japan	GREAT MINDS OF THE WESTERN INT	Registered	12/19/2003	3/4/2005	2003-113258	4843840	4298-0054
Japan	THE TEACHING COMPANY	Registered	10/20/2004	8/5/2005	2004-96138	4885241	4298-0072
Japan	GREAT TEACHERS	Registered	9/6/2007	3/28/2008	2007-95110	5122610	4298-0081
Japan	TORCH Device	Filed	9/17/2010		2010-73450		4298-0108
Japan	THE JOY OF LIFELONG LEARNING E	Filed	12/14/2010		2010-96800		4298-0136
Japan	THE GREAT COURSES & Torch Devi	Filed	10/7/2010		2010-78716		4298-0124
Malaysia	THE GREAT COURSES & Torch Devi	Filed	10/8/2011		2010/19035		4298-0125
Malaysia	THE GREAT COURSES & Torch Devi	Filed	10/8/2010		2010/19036		4298-0126
Malaysia	THE GREAT COURSES & Torch Devi	Filed	10/8/2010		2010/19034		4298-0127

	CLASS	STATUS	FILE NO.	REG. DATE	REG. NO.	REG. DATE	REG. NO.
Malaysia	THE TEACHING COMPANY	Registered	2002-16299	12/30/2002	2016299	11/23/2005	4298-0018
Malaysia	GREAT MINDS	Filed	2003/17187	12/17/2003			4298-0047
Malaysia	GREAT MINDS OF THE WESTERN INT	Filed	2003/17189	12/17/2003			4298-0055
Malaysia	GREAT MINDS	Registered	2003/17186	6/27/2003	2003/17186	8/18/2007	4298-0064
Malaysia	GREAT MINDS OF THE WESTERN INT	Registered	2003/17188	6/27/2003	2003/17188	8/16/2007	4298-0065
Malaysia	GREAT TEACHERS	Filed	2007/18596	9/20/2007			4298-0082
Malaysia	GREAT TEACHERS	Filed	2007/18595	9/20/2007			4298-0083
Malaysia	TORCH Device	Filed	2010/17540	9/20/2010			4298-0109
Malaysia	TORCH Device	Filed	2010/17541	9/20/2010			4298-0110
Malaysia	TORCH Device	Filed	2010/17542	9/20/2010			4298-0111
Malaysia	THE JOY OF LIFELONG LEARNING E	Filed	2010/24322	12/20/2010			4298-0137
New Zealand	THE GREAT COURSES & Torch Devi	Filed	831319	10/1/2010			4298-0128
New Zealand	TORCH Device	Filed	830538	9/16/2010			4298-0112
New Zealand	THE TEACHING COMPANY	Filed	815009	10/30/2009			4298-0090
New Zealand	THE TEACHING COMPANY	Filed	815010	10/30/2009			4298-0094
New Zealand	THE TEACHING COMPANY	Filed	815011	10/30/2009			4298-0097
New Zealand	THE GREAT COURSES & Torch & St	Registered	815012	10/30/2009	815012	5/6/2010	4298-0091
New Zealand	THE GREAT COURSES & Torch & St	Registered	815013	10/30/2009	815013	5/6/2010	4298-0095
New Zealand	THE GREAT COURSES & Torch & St	Registered	815014	10/30/2009	815014	5/6/2010	4298-0098
New Zealand	Torch & Stars Logo	Registered	815015	10/30/2009	815015	5/6/2010	4298-0092
New Zealand	Torch & Stars Logo	Registered	815016	10/30/2009	815016	5/6/2010	4298-0096
New Zealand	Torch & Stars Logo	Registered	815017	10/30/2009	815017	5/6/2010	4298-0099
New Zealand	THE JOY OF LIFELONG LEARNING E	Docket					4298-0138
Singapore	THE TEACHING COMPANY	Registered	T02/19759J	12/31/2002	T02/19759J	8/8/2002	4298-0019
Singapore	GREAT MINDS	Registered	T03/20266J	12/16/2003	T03/20266J	6/27/2003	4298-0048
Singapore	GREAT MINDS OF THE WESTERN INT	Registered	T03/20268G	12/16/2003	T03/20268G	6/27/2003	4298-0056
Singapore	GREAT MINDS	Filed	T03/20267I	12/16/2003			4298-0062
Singapore	GREAT MINDS OF THE WESTERN INT	Registered	T03/20270I	12/16/2003	T03/20270I	6/27/2003	4298-0063
Singapore	GREAT TEACHERS	Inactive	0719121C	9/24/2007			4298-0084
Singapore	GREAT TEACHERS	Inactive					4298-0085
Singapore	TORCH Device	Filed	T1011965Z	9/16/2010			4298-0113
Singapore	THE GREAT COURSES & Torch Devi	Filed	T101273IH	10/1/2010			4298-0129
Singapore	THE JOY OF LIFELONG LEARNING E	Filed	T1016184B	12/9/2010			4298-0139
Taiwan	THE GREAT COURSES & Torch Devi	Filed	99049158	10/4/2010			4298-0130
Taiwan	THE TEACHING COMPANY	Registered	91054795	12/30/2002	1168541	8/16/2005	4298-0020
Taiwan	GREAT MINDS	Reg stered	92072433	12/18/2003	1137915	1/16/2005	4298-0049

COUNTRY	MARK	STATUS	APPL. NO.	DATE	REC. NO.	EXPIRE DATE	CLASS
Taiwan	GREAT MINDS OF THE WESTERN INT	Registered	92074235	12/18/2003	1137916	1/16/2005	4298-0057
Taiwan	GREAT TEACHERS	Inactive	96041846	8/31/2007			4298-0086
Taiwan	TORCH Device	Filed	99046640	9/17/2010			4298-0114
Taiwan	THE JOY OF LIFELONG LEARNING E	Filed	99062386	12/14/2010			4298-0140
United States	THE GREAT COURSES & TORCH Devi	Filed	85/139,118	9/27/2010			4298-0117
United States	THE JOY OF LIFELONG LEARNING E	Filed	85/141,940	9/30/2010			4298-0115
United States	SUPERSTAR TEACHERS	Registered	74/085,908	8/8/1990	1,704,609	8/4/1992	4298-0002
United States	TORCH & STARS Design	Registered	74/076,241	7/9/1990	1,859,109	10/18/1994	4298-0003
United States	THE TEACHING COMPANY	Registered	74/074,104	6/29/1990	1,947,801	1/16/1996	4298-0004
United States	GREAT TEACHERS LIBRARY and Des	Inactive					429E3-0005
United States	MIRUS UNIVERSITY	Inactive					4298-0006
United States	GREAT COURSES ON TAPE	Inactive					4298-0007
United States	THE TEACHING COMPANY	Registered	76/439,526	8/8/2002	2,717,476	5/20/2003	4298-0008
United States	TEACHING THAT ENGAGES THE MIND	Registered	76/457,650	10/9/2002	2,785,870	11/25/2003	4298-0009
United States	THE GREAT COURSES	Registered	76/457,659	10/9/2002	2,896,616	10/26/2004	4298-0010
United States	GREAT TEACHERS	Inactive	76/457,696	10/9/2002			4298-0011
United States	GREAT MINDS OF THE WESTERN INT	Registered	76/526,205	6/27/2003	2,975,207	7/26/2005	4298-0022
United States	GREAT MINDS	Registered	76/526,203	6/27/2003	2,909,770	12/14/2004	4298-0023
United States	WORDSCORE	Registered	74/317,370	9/28/1992	1,770,044	5/11/1993	4298-0037
United States	WORDSCORE	Registered	74/317,369	9/28/1992	1,808,062	11/30/1993	4298-0038
United States	GREAT MINDS	Registered	75/079,070	3/27/1996	3,009,025	10/25/2005	4298-0040
United States	GREAT PROFESSORS	Inactive	76/553,229	10/21/2003			4298-0041
United States	THE TEACHING COMPANY	Registered	76/599,281	6/28/2004	3,025,632	12/13/2005	4298-0066
United States	TORCH & STARS Design	Registered	76/599,280	6/25/2004	3,033,618	12/27/2005	4298-0067
United States	GREAT TEACHERS, GREAT COURSES	Registered	76/617,771	10/26/2004	3,270,397	7/24/2007	4298-0068
United States	GREAT PROFESSORS, GREAT COURS	Registered	76/615,940	10/14/2004	3,220,879	3/20/2007	4298-0069
United States	THE JOY OF LIFELONG LEARNING E	inactive	76/622,275	11/23/2004			4298-0073
United States	GREAT TEACHERS	Filed	77/207,494	6/15/2007			4298-0074
United States	THE LEADER IN LIFELONG LEARNIN	Filed	851144,198	10/4/2010			4298-0116
United States	TORCH LOGO	Filed	77/963,099	3/19/2010			4298-0100

2. IP LICENSES

NONE