

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Edline LLC		12/23/2010	LIMITED LIABILITY COMPANY: DELAWARE
TeacherWeb, Inc.		12/23/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NewStar Financial, Inc., as Agent		
Street Address:	500 Boylston Street, Suite 1250		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	78585282	GRADEQUICK	
Registration Number:	2845069	EDLINE	
Registration Number:	2650904	EASY GRADE PRO	
Registration Number:	3452233	SCHOOLFUSION	
Registration Number:	3452234	OFFICEFUSION	
Registration Number:	3452235	FUSIONCALENDAR	
Registration Number:	2047768	SCHOOL WORLD SOFTWARE	
Registration Number:	3317816	TELEPARENT	
Registration Number:	2647575	TEACHERWEB	
CORRESPONDENCE DATA			
Fax Number:	(617)227-4420		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	6172390746		

CH \$240.00 78585282

900191699

TRADEMARK
 REEL: 004539 FRAME: 0582

Email: kouimet@eapdlaw.com
Correspondent Name: Kristine L Ouimet, Senior Paralegal
Address Line 1: 111 Huntington Avenue
Address Line 2: Edwards Angell Palmer & Dodge LLP
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	240042.0063
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NAME OF SUBMITTER:	Kristine L. Ouimet
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Signature:	/Kristine L Ouimet/
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Date:	05/12/2011
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Total Attachments: 9

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Trademark Security Agreement

Trademark Security Agreement, dated as of December 23, 2010, by EDLINE LLC, a Delaware limited liability company, and TEACHERWEB, INC., a Delaware corporation (individually, a "Grantor", and, collectively, the "Grantors"), in favor of NEWSTAR FINANCIAL, INC., in its capacity as agent pursuant to the Credit Agreement (in such capacity, the "Agent").

WITNESSETH:

Whereas, the Grantors are party to a Guaranty and Security Agreement dated as of December 23, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Agent 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 Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. The Grantors hereby authorize and request that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Trademark Security Agreement.

SECTION 5. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 7. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered as a sealed instrument as of the date first above written.

Very truly yours,

EDLINE LLC

By: Jay A. Alter
Name: Jay A. Alter
Title: Executive Vice President

TEACHERWEB, INC.

By: Jay A. Alter
Name: Jay A. Alter
Title: Executive Vice President

AGREED TO AND ACCEPTED:

NEWSTAR FINANCIAL, INC.,
as Agent

By: _____
Name: Jeffrey R. Greene
Title: Director

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered as a sealed instrument as of the date first above written.

Very truly yours,

EDLINE LLC

By: _____

Name:

Title:

TEACHERWEB, INC.

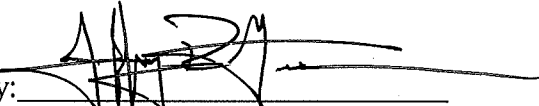
By: _____

Name:

Title:

AGREED TO AND ACCEPTED:

NEWSTAR FINANCIAL, INC.,
as Agent

By:  _____

Name: Jeffrey R. Greene

Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Owner	Trademark	Application/ Registration No.	Application/ Registration Date
Edline LLC	GRADEQUICK	78/585282	03/11/2005
Edline LLC	EDLINE	2,845,069	05/25/2004
Edline LLC	EASY GRADE PRO	2,650,904	11/19/2002
Edline LLC	SCHOOLFUSION (stylized)	3,452,233	06/24/2008
Edline LLC	OFFICEFUSION (stylized)	3,452,234	06/24/2008
Edline LLC	FUSIONCALENDAR (stylized)	3,452,235	06/24/2008
Edline LLC, as successor in interest to RMK Holdings, LLC	SCHOOL WORLD SOFTWARE	2,047,768	03/25/1997
Edline LLC, as successor in interest to TeleParent Educational Systems, LLC	TELEPARENT	3,317,816	10/23/2007
TeacherWeb, Inc.	TEACHERWEB	2,647,575	11/4/2002

Common Law Trademarks owned by Edline LLC

- SchoolWorld
- SchoolSites
- TeacherSites
- WebModules
- Learn. Dream. Grow. (logo)
- Imagine one small seed. (logo)
- Lesson Planner

- Edu Center
- Podcaster
- Ed-Alert
- LivePay
- VADIR
- Websites that make a difference
- SiteReporter
- LiveLink
- StandardsBuilder

Common Law Trademarks owned by TeacherWeb, Inc.:

- TeacherWeb.com™
- Work Notes™
- Work Notes.com™
- Enhancing communication between the classroom and the home!™

TeacherWeb.com



TeacherWeb



TeacherWeb.com



*"Enhancing communication between
the classroom and the home!"*

TeacherWeb.com



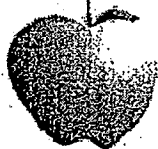
*"Enhancing communication between
the classroom and the home!"*

TeacherWeb.com



*"Enhancing communication among
teachers, students and parents!"*

MyTeacherWeb



WorkNotes.com
"Brought to you by TeacherWeb.com"

WorkNotes

WorkNotes.com

"Brought to you by TeacherWeb.com"



TEACHERWEB
digital lockers



ISLANDWEB

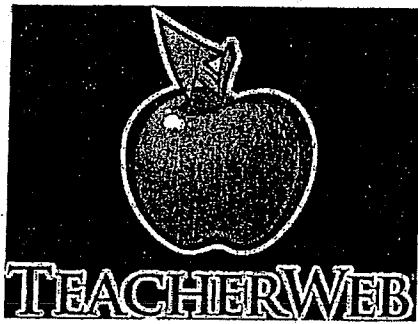


ISLANDWEB

SCHOOL AND DISTRICT WEBSITES
BY TEACHERWEB

TRADEMARK

REEL: 004539 FRAME: 0591



TeacherWebTM



TeacherWeb.



"Enhancing communication between the classroom and the home."