

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cambium Learning, Inc.		05/09/2011	CORPORATION: DELAWARE
VSS-Cambium Holdings II Corp.		05/09/2011	CORPORATION: DELAWARE
VSS-Cambium Holdings, LLC		05/09/2011	LIMITED LIABILITY COMPANY: DELAWARE
VSS-Cambium Holdings IV, LLC		05/09/2011	LIMITED LIABILITY COMPANY: DELAWARE
Kurzweil/Intellitools, Inc.		05/09/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Bank, National Association, as Collateral Agent
<b>Street Address:</b>	625 Marquette Avenue, MAC N9311-110
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55479
<b>Entity Type:</b>	Association: UNITED STATES

**PROPERTY NUMBERS Total: 65**

Property Type	Number	Word Mark
Registration Number:	3051380	CAMBIUM LEARNING
Registration Number:	3711800	CAMBIUM LEARNING TECHNOLOGIES
Registration Number:	3878768	CLASSROOM SUITE
Registration Number:	1941684	CLICKIT!
Registration Number:	2874724	COLLEAGUE IN THE CLASSROOM
Registration Number:	1819781	
Registration Number:	1871843	
Registration Number:	2904503	THE HERMAN METHOD
Registration Number:	1785295	INTELLIKEYS
Registration Number:	1993803	INTELLIPICS

**TRADEMARK**

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Registration Number:	3124948	INTELLISWITCH
Registration Number:	1838992	INTELLITOOLS
Registration Number:	3026840	INTELLITOOLS
Registration Number:	2977602	KURZWEIL 3000 LEARNSTATION
Registration Number:	3555733	KURZWEIL EDUCATIONAL SYSTEMS
Registration Number:	2843797	LANGUAGE !
Registration Number:	3776585	LANGUAGE!
Registration Number:	3128544	LETRS
Registration Number:	2814903	METRO MATH
Registration Number:	2585693	METRO METROPOLITAN TEACHING AND LEARNING COMPANY
Registration Number:	2834219	METRO NONFICTION BOOKBAG
Registration Number:	2345576	OVERLAY MAKER
Registration Number:	2862154	PROBLEM SOLVING STEP BY STEP
Registration Number:	2823128	READ WELL
Registration Number:	3165698	READING CENTRAL
Registration Number:	2751461	READYMADE
Registration Number:	3190657	REWARDS
Registration Number:	3200138	RIDE
Registration Number:	3257417	SOPRIS WEST
Registration Number:	3257416	
Registration Number:	2558492	STEP UP TO WRITING
Registration Number:	3038689	
Registration Number:	3526181	STOP AND THINK
Registration Number:	3526182	STOP AND THINK
Registration Number:	3587549	TRANSMATH
Registration Number:	3088079	VIAJES
Registration Number:	3074040	THE VOICE OF URBAN EDUCATION
Registration Number:	3415697	EXPECT RESULTS
Registration Number:	3706968	PASSPORT READING JOURNEYS
Registration Number:	3197514	SOLO
Registration Number:	3184768	STRATEGIC ONLINE LEARNING OPPORTUNITIES
Registration Number:	3593583	TICKET TO READ
Registration Number:	3702174	TICKET TO READ
Registration Number:	3076517	TIMEWARP

Registration Number:	2779424	V
Registration Number:	2882365	V VOYAGERU
Registration Number:	2626404	VIP
Registration Number:	2911439	VITAL INDICATORS OF PROGRESS
Registration Number:	3113016	VMATH
Registration Number:	3778556	VMATH MATH INTERVENTION THAT WORKS VMATHLIVE
Registration Number:	3537700	VMATHLIVE
Registration Number:	3769145	VOCABJOURNEY
Registration Number:	2129258	VOYAGER EXPANDED LEARNING
Registration Number:	2590995	VOYAGER EXPANDED LEARNING
Registration Number:	3747247	VOYAGER PASAPORTE
Registration Number:	3655338	VOYAGER PASSPORT
Registration Number:	3747246	VOYAGER PASSPORT
Registration Number:	2749505	VOYAGER UNIVERSAL LITERACY SYSTEM
Registration Number:	2848412	VOYAGERU
Registration Number:	3336348	VPORT
Registration Number:	3341306	VPORT
Serial Number:	85115673	
Serial Number:	85115301	KURZWEIL 3000
Serial Number:	76704307	KURZWEIL EDUCATIONAL SYSTEMS
Serial Number:	85043469	GIZMO

**CORRESPONDENCE DATA**

Fax Number: (302)636-5454

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

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Co.- J. Paterson

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	803000-5
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	06/07/2011

Total Attachments: 13

**TRADEMARK**  
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2. ADDITIONAL NAMES OF CONVEYING PARTY (IES) (In connection with Item 1 of Trademark Recordation Form Cover Sheet):

Name: VSS-Cambium Holdings II Corp.

Delaware Corporation - Citizenship US - DE

Name: VSS-Cambium Holdings, LLC

Delaware Limited Liability Company - Citizenship US - DE

Name: VSS-Cambium Holdings IV, LLC

Delaware Limited Liability Company - Citizenship US - DE

Name: Kurzweil/Intellitools, Inc.

Delaware Corporation - Citizenship US - DE

Name: Cambium Learning, Inc.

Delaware Corporation - Citizenship US - DE

**GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of May 9, 2011 is made by **CAMBIUM LEARNING GROUP, INC.** ("Company"), a Delaware corporation, with offices at 17855 North Dallas Parkway, Suite 400, Dallas, Texas 75287, and each of the other entities listed on the signature pages hereof (together with the Company, the "Grantors") in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, with offices at MAC N9311-110, 625 Marquette Avenue, Minneapolis, Minnesota 55479, as Notes Collateral Agent (in such capacity, the "Agent") for the Secured Parties, in accordance with the Indenture, dated as of February 17, 2011 (as further amended, supplemented or otherwise modified from time to time, the "Indenture"), among Cambium Learning Group, Inc. (the "Issuer"), the guarantors from time to time party thereto and the Agent.

**W I T N E S S E T H:**

WHEREAS, pursuant to the Indenture, the Issuer has issued the Notes (as defined in the Indenture);

WHEREAS, in connection with the Indenture, the Issuer and certain other subsidiaries of the Issuer have executed and delivered a Security Agreement, dated as of February 17, 2011, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed to grant to the Agent for the benefit of the Secured Parties, a continuing security interest in all Intellectual Property, including, without limitation, the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Holders to Purchase the Notes, and to secure the Secured Obligations, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

SECTION 2. Notice of Grant of Security Interest. Pursuant to the Security Agreement, the Grantors assign and grant to the Agent, on behalf and for the benefit of the Secured Parties, and to secure the prompt and complete payment and performance of all Secured Obligations, a security interest in all of its right, title and interest in, to and under the Grantors' Trademarks (including, without limitation, those items listed on Schedule A hereto).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantors do hereby further acknowledge and affirm that the rights and remedies of the Agent and the Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Indenture and the Security Agreement, the terms and provisions of which (including, without limitation, the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank; Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CAMBIUM LEARNING GROUP, INC.

By: 

Name: Ronald Klausner

Title: Chief Executive Officer

VSS-CAMBIUM HOLDINGS II CORP.

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

Name: Scott J. Troeller

Title: President

VSS-CAMBIUM HOLDINGS, LLC

By: VSS-Cambium Holdings II Corp., its sole member

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

Name: Scott J. Troeller

Title: President

VSS-CAMBIUM HOLDINGS IV, LLC

By: VSS-Cambium Holdings, LLC, its sole member

By: VSS-Cambium Holdings II Corp., its sole member

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

Name: Scott J. Troeller

Title: President


CAMBIUM LEARNING INC.

By: 

Name: Ronald Klausner

Title: Chief Executive Officer

KURZWEIL/INTELLITOOLS, INC.

By: 

Name: Brad Almond

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK  
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CAMBIUM LEARNING GROUP, INC.

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

Name: Ronald Klausner  
Title: Chief Executive Officer

VSS-CAMBIUM HOLDINGS II CORP.

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

Name: Scott J. Troeller  
Title: President

VSS-CAMBIUM HOLDINGS, LLC

By: VSS-Cambium Holdings II Corp., its sole member

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

Name: Scott J. Troeller  
Title: President

VSS-CAMBIUM HOLDINGS IV, LLC

By: VSS-Cambium Holdings, LLC, its sole member

By: VSS-Cambium Holdings II Corp., its sole member

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

Name: Scott J. Troeller  
Title: President

CAMBIUM LEARNING, INC.

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

Name: Ronald Klausner  
Title: Chief Executive Officer

KURZWEIL/INTELLITOOLS, INC.

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

Name: Brad Almond  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK  
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LAZEL, INC.

By: Brad Almond

Name: Brad Almond

Title: Chief Financial Officer

CAMBIUM EDUCATION, INC.

By: Brad Almond

Name: Brad Almond

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
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**WELLS FARGO BANK, NATIONAL ASSOCIATION,**

as Notes Collateral Agent

By:   
Name: Richard Prokosch  
Title: Vice President




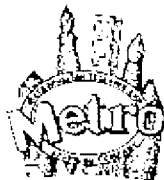
[Signature Page to Trademark Security Agreement]


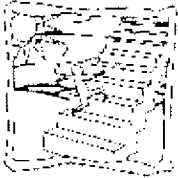

**SCHEDULE A**





**U.S. Trademark Registrations and Applications**




SEE ATTACHED.

**TRADEMARK SCHEDULE**  
**Federal Registered Marks**

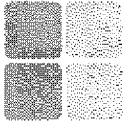
Mark	Serial No.	Registration No.
CAMBIUM LEARNING	76/558,661	3,051,380
CAMBIUM LEARNING TECHNOLOGIES	77/719,307	3,711,800
CLASSROOM SUITE	77/860,158	3,878,768
CLICKIT!	74/500,574	1,941,684
COLLEAGUE IN THE CLASSROOM	78/270,076	2,874,724
	74/385,305	1,819,781
	74/369,180	1,871,843
THE HERMAN METHOD	76/557,974	2,904,503
INTELLIKEYS	74/267,040	1,785,295
INTELLIPICS	74/469,785	1,993,803
INTELLISWITCH	78/620,718	3,124,948
INTELLITOOLS	74/323,114	1,838,992
INTELLITOOLS	78/392,347	3,026,840
KURZWEIL 3000 LEARNSTATION	76/540,101	2,977,602
 Kurzweil Educational Systems	76/688,748	3,555,733
LANGUAGE!	78/044,933	2,843,797
LANGUAGE!	76/690,712	3,776,585
LETRS	76/645,173	3,128,544
METRO MATH	76/975,770	2,814,903
 (METRO METROPOLITAN TEACHING AND LEARNING COMPANY & Design)	75/561,208	2,585,693
METRO NONFICTION BOOKBAG	76/975,773	2,834,219
OVERLAY MAKER	75/746,239	2,345,576

Mark	Serial No	Registration No.
PROBLEM SOLVING STEP BY STEP	76/486,353	2,862,154
READ WELL	78/168,123	2,823,128
READING CENTRAL	76/611,651	3,165,698
READYMADE	78/139,953	2,751,461
REWARDS	76/645,171	3,190,657
RIDE	76/645,170	3,200,138
SOPRIS WEST	76/645,169	3,257,417
	76/645,168	3,257,416
STEP UP TO WRITING	76/199,932	2,558,492
	76/199,931	3,038,689
STOP AND THINK	76/687,979	3,526,181
	76/687,980	3,526,182
TRANSMATH	76/665,846	3,587,549
VIAJES	76/585,735	3,088,079
THE VOICE OF URBAN EDUCATION	76/577,405	3,074,040
EXPECT RESULTS	78/644,915	3,415,697
PASSPORT READING JOURNEYS	78/602,824	3,706,968
SOLO	78/601,346	3,197,514
STRATEGIC ONLINE LEARNING OPPORTUNITIES	78/601,348	3,184,768

Mark	Serial No	Registration No
TICKET TO READ	76/690,688	3,593,583
TICKET TO READ	77/262,945	3,702,174
TIMEWARP	78/604,173	3,076,517
 V & Design	76/480,894	2,779,424
 V VOYAGERU & Design	76/396,917	2,882,365
VIP	76/216,900	2,626,404
VITAL INDICATORS OF PROGRESS	76/462,715	2,911,439
VMATH	78/530,453	3,113,016
 VMATH MATH INTERVENTION THAT WORKS & Design	77/304,080	3,778,556
VMATHLIVE	77/088,732	3,537,700
VOCABJOURNEY	77/719,645	3,769,145
VOYAGER EXPANDED LEARNING	74/665,812	2,129,258
 VOYAGER EXPANDED LEARNING & Design	76/185,318	2,590,995

Mark	Serial No.	Registration No.
 VOYAGER PASAPORTE & Design	77/273,339	3,747,247
VOYAGER PASSPORT	77/273,294	3,655,338
 VOYAGER PASSPORT & Design	77/273,318	3,747,246
VOYAGER UNIVERSAL LITERACY SYSTEM	76/360,361	2,749,505
VOYAGERU	76/396,660	2,848,412
VPORT	78/678,436	3,336,348
 VPORT & Design	78/696,563	3,341,306

**Federal Pending Marks**

Mark	Serial No.	
	85/115673	
KURZWEIL 3000	85/115301	
KURZWEIL EDUCATIONAL SYSTEMS	76/704307	
GIZMO	85/043469	