

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
Gemini Holdings, Inc.		06/17/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as agent		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1554642	BAR/BRI	
Registration Number:	1184157	BAR/BRI	
Registration Number:	1559778	BAR/BRI DIGEST	
Registration Number:	1563843	BAR/BRI DIGEST	
Registration Number:	1700910	BARPASSERS	
Registration Number:	2260223	FL FACTS	
Registration Number:	1658211	LEGALINES	
Registration Number:	2021169	STUDYSMART	
CORRESPONDENCE DATA			
Fax Number:	(312)558-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312 558-6352		
Email:	lkonrath@winston.com		
Correspondent Name:	Laura Konrath		
Address Line 1:	35 W Wacker Drive		

CH \$215.00 1554642

900194910

**TRADEMARK
 REEL: 004566 FRAME: 0023**

Address Line 2: Winston & Strawn LLP, Suite 2800
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	5024.75
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	06/20/2011

Total Attachments: 8
source=Gemini Trademark#page1.tif
source=Gemini Trademark#page2.tif
source=Gemini Trademark#page3.tif
source=Gemini Trademark#page4.tif
source=Gemini Trademark#page5.tif
source=Gemini Trademark#page6.tif
source=Gemini Trademark#page7.tif
source=Gemini Trademark#page8.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 17, 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 "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 June 17, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as 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 Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the 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 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 Borrower thereunder, each Grantor hereby agrees with the 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 Agent for the benefit of the Secured Parties, and grants to the 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"):

(a) all of its Trademarks and all 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;

(b) all renewals and extensions of the foregoing;

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

(d) 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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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 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 PAGE FOLLOWS]

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,

GEMINI HOLDINGS, INC.,
as Grantor

By: 
Name: **Jacques Galante**
Title: **Vice President and Secretary**

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004566 FRAME: 0027

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By:



Name: Carrie Goldfeder

Title: Its Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004566 FRAME: 0028

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

(a) United States:

<u>Owner</u>	<u>Trademarks, Trade Name and Service Marks</u>	<u>Registration Number</u>	<u>Registration Date</u>
Gemini Holdings, Inc.	BAR/BRI	1554642	9/5/1989
Gemini Holdings, Inc.	BAR/BRI	1184157	12/29/1981
Gemini Holdings, Inc.	BAR/BRI DIGEST	1559778	10/10/1989
Gemini Holdings, Inc.	BAR/BRI DIGEST	1563843	10/31/1989
Gemini Holdings, Inc.	BARPASSERS	1700910	7/14/1992
Gemini Holdings, Inc.	FL FACTS	2260223	7/13/1999
Gemini Holdings, Inc.	LEGALINES	1658211	9/24/1991
Gemini Holdings, Inc.	STUDYSMART	2021169	12/3/1996

(b) Foreign:

<u>Owner</u>	<u>Trademarks, Trade Name and Service Marks</u>	<u>Registration Number</u>	<u>Country</u>	<u>Registration Date</u>
Gemini Holdings, Inc.	BAR BRI	2453750	Japan	9/30/1992
Gemini Holdings, Inc.	BAR BRI BAR REVIEW	210634	Ireland	2/19/1997
Gemini Holdings, Inc.	BAR BRI DIGEST	210265	Ireland	10/13/1998
Gemini Holdings, Inc.	BAR BRI DIGEST/BAR BRI BAR REVIEW	T97/01978D	Singapore	2/19/1997

Gemini Holdings, Inc.	BAR DIGEST/BAR BAR REVIEW	BRI BRI	T97/01979B	Singapore	2/19/1997
Gemini Holdings, Inc.	BAR DIGEST/BAR BAR REVIEW	BRI BRI	T97/01977F	Singapore	2/19/1997
Gemini Holdings, Inc.	BAR/BRI		1027661	Australia	10/19/2005
Gemini Holdings, Inc.	BAR/BRI		1031672	Australia	7/27/2005
Gemini Holdings, Inc.	BAR/BRI		TMA275,409	Canada	1/7/1983
Gemini Holdings, Inc.	BAR/BRI		300303533	Hong Kong	10/18/2004
Gemini Holdings, Inc.	BAR/BRI		210633	Ireland	2/18/1997
Gemini Holdings, Inc.	BAR/BRI		175682	Israel	3/6/2006
Gemini Holdings, Inc.	BAR/BRI		175683	Israel	3/6/2006
Gemini Holdings, Inc.	BAR/BRI		175684	Israel	3/6/2006
Gemini Holdings, Inc.	BAR/BRI		52619	Jamaica	8/26/2008
Gemini Holdings, Inc.	BAR/BRI		14150	Korea, Republic of	10/28/2005
Gemini Holdings, Inc.	BAR/BRI		97005281	Malaysia	9/1/2005
Gemini Holdings, Inc.	BAR/BRI		97004514	Malaysia	6/14/2002
Gemini Holdings, Inc.	BAR/BRI		Unfiled	New Zealand	N/A
Gemini Holdings, Inc.	BAR/BRI		4-2007-500838	Philippines	6/23/2008
Gemini Holdings, Inc.	BAR/BRI		T97/01975Z	Singapore	2/19/1997
Gemini Holdings, Inc.	BAR/BRI		T97/01976H	Singapore	2/19/1997
Gemini Holdings, Inc.	BAR/BRI		T97/01974A	Singapore	2/19/2001
Gemini Holdings, Inc.	BAR/BRI		2116532	United Kingdom	11/22/1996

Gemini Holdings, Inc.	BAR/BRI BAR REVIEW	2116533B	United Kingdom	11/22/1996
Gemini Holdings, Inc.	BAR/BRI DIGEST	2116533A	United Kingdom	11/22/1996
Gemini Holdings, Inc.	BAR/BRI DIGEST/BAR REVIEW	97005282	Malaysia	4/24/1997
Gemini Holdings, Inc.	BAR/BRI DIGEST/BAR REVIEW	97019861	Malaysia	12/1/1997
Gemini Holdings, Inc.	BARBRI	97019858	Malaysia	12/10/1997
Gemini Holdings, Inc.	BARBRI BAR REVIEW	4010046	Malaysia	7/16/2004
Gemini Holdings, Inc.	BARBRI BAR REVIEW	2004-10047	Malaysia	2/28/2007
Gemini Holdings, Inc.	BARBRI DIGEST in series	97005283	Malaysia	4/24/1997

2. TRADEMARK APPLICATIONS

<u>Owner</u>	<u>Trademarks, Trade Name and Service Marks</u>	<u>Application Number</u>	<u>Country</u>	<u>Application Date</u>
Gemini Holdings, Inc.	BAR/BRI	8183590	China (Peoples Republic)	4/7/2010
Gemini Holdings, Inc.	BAR/BRI	8183589	China (Peoples Republic)	4/7/2010
Gemini Holdings, Inc.	BAR/BRI	8183588	China (Peoples Republic)	4/7/2010
Gemini Holdings, Inc.	BAR/BRI	8183587	China (Peoples Republic)	4/7/2010
Gemini Holdings, Inc.	BAR/BRI (Stylized)	8183586	China (Peoples Republic)	4/7/2010
Gemini Holdings, Inc.	BAR/BRI (Stylized)	8183585	China (Peoples Republic)	4/7/2010
Gemini Holdings, Inc.	BAR/BRI (Stylized)	8183584	China (Peoples Republic)	4/7/2010

Gemini Holdings, Inc.	BAR/BRI (Stylized)	8183583	China (Peoples Republic)	4/7/2010
Gemini Holdings, Inc.	BAR/BRI	1721969	India	8/14/2008

3. IP LICENSES

Agreements whereby Gemini Holdings, Inc. grants a license to use Intellectual Property:

1. License Agreement, dated as of August 1, 1998, with Professional Publications, Inc. and Central Law Training Ltd., as amended.
2. License Agreement, dated as of December 30, 2002, with the National University of Singapore, as amended.
3. Agreement, dated as of May 17, 1990, with LEC: Tokyo Legal Mind, Co., Ltd., as amended.
4. License Agreement, dated as of July 26, 1999, with Sheldon Schorer, as amended.
5. License Agreement, dated as of September 29, 2004, with Northwestern Review, Inc.
6. License Agreement, dated as of January 14, 2008, with Angeles University Foundation.
7. License Agreement, dated as of December 2010, with Widener University School of Law d/b/a Widener Delaware Bar Review.