

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	Amendment Number One to Trademark Security Agreement			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	EDUCATIONAL OPTIONS, INC.		01/04/2012	CORPORATION: VIRGINIA
	ORCHARD LEARNING, LLC		01/04/2012	LIMITED LIABILITY COMPANY: VIRGINIA
RECEIVING PARTY DATA				
Name:	WELLS FARGO CAPITAL FINANCE, LLC, as Agent			
Street Address:	2450 Colorado Avenue, Suite 3000 West			
City:	Santa Monica			
State/Country:	CALIFORNIA			
Postal Code:	90404			
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE			
PROPERTY NUMBERS Total: 5				
	Property Type	Number	Word Mark	
	Registration Number:	3546874	EDUCATIONAL OPTIONS	
	Registration Number:	4041005	EDOPTIONS	
	Registration Number:	3546640	STARS SUITE	
	Registration Number:	3383398	ORCHARD SOFTWARE	
	Registration Number:	3463542	PRACTICEPLANET	
CORRESPONDENCE DATA				
Fax Number:	(213)627-0705			
Phone:	213.683.5698			
Email:	MinetteTayco@paulhastings.com			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Correspondent Name:	Minette M. Tayco			
Address Line 1:	515 S. Flower St., 25th Floor			
Address Line 2:	Paul Hastings LLP			

CH \$140.00 3546874

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	WFCF/PLATO(73896.67): TR
NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	01/04/2012

Total Attachments: 6

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AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT**, dated as of January 4, 2012 (this "Amendment"), is delivered pursuant to Section 5 of that certain Trademark Security Agreement, dated as of May 25, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), among Grantors from time to time signatory thereto (including the New Grantors (as defined below), each referred to hereinafter individually as a "Grantor" and collectively, jointly, and severally as "Grantors"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company, in its capacity as agent for the Lender Group and the Bank Product Providers, as such terms are defined therein (in such capacity, together with its successors, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, Grantors and Agent are parties to that certain Trademark Security Agreement recorded with the United States Patent and Trademark Office on or about May 25, 2010 at Reel 004213, Frame 0472; and

WHEREAS, Grantors and Agent wish to amend the Trademark Security Agreement by joining "New Grantors" identified on the signature pages hereof as a party thereto (the "New Grantors") and by amending Schedule I to the Trademark Security Agreement to add certain Trademarks to the Trademark Collateral, and have agreed to do so.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Each New Grantor, by its signature below, becomes a "Grantor" under the Trademark Security Agreement with the same force and effect as if originally named therein as a "Grantor" and each New Grantor hereby agree to all of the terms and provisions of the Trademark Security Agreement applicable to it as a "Grantor" thereunder. In furtherance of the foregoing, each New Grantor does hereby unconditionally grant, assign, and pledge to Agent, for the benefit of the Lender Group and the Bank Product Providers, to secure the Secured Obligations, a continuing security interest in all of New Grantor's right, title, and interest in and to the Trademark Collateral.

2. Each Grantor, including the New Grantors, and Agent hereby agree that Schedule I to the Trademark Security Agreement is hereby amended by adding the Trademark Collateral listed on Schedule I attached hereto (the "Additional Trademark Collateral"), which such Additional Trademark Collateral shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto and shall secure all Secured Obligations.

3. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of such Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers and conveys to Agent, for the benefit of the Lender Group and the Bank Product Providers, continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Additional Trademark Collateral identified on Schedule I attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by this Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

4. THE VALIDITY OF THIS AMENDMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

5. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.


6. This Amendment is a Loan Document.

[signature pages follow]


IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:


PROJECT PORSCHE HOLDINGS CORPORATION,
a Delaware corporation

By: 
Name: Robert J. Rueckl
Title: Chief Financial Officer

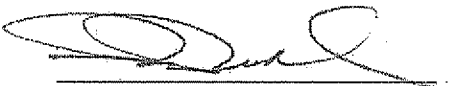
PLATO, INC.,
a Delaware corporation

By: 
Name: Robert J. Rueckl
Title: Chief Financial Officer


PLATO LEARNING, INC.,
a Delaware corporation

By: 
Name: Robert J. Rueckl
Title: Chief Financial Officer

CYBERED, INC.,
a Nevada corporation

By: 
Name: Robert J. Rueckl
Title: Chief Financial Officer

LIGHTSPAN, INC.,
a Delaware corporation

By: 
Name: Robert J. Rueckl
Title: Chief Financial Officer

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

NEW GRANTORS:

EDUCATIONAL OPTIONS, INC.,
a Virginia corporation

By: 

Name: Robert J. Rueckl

Title: Chief Financial Officer

ORCHARD LEARNING, LLC,
a Virginia limited liability company

By: 

Name: Robert J. Rueckl

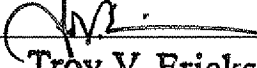
Title: Chief Financial Officer

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004691 FRAME: 0995

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By: 
Name: Troy V. Erickson
Title: Director

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004691 FRAME: 0996

SCHEDULE I
TO
AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT

U.S. Trademarks and Trademark Applications

(a) U.S. and Foreign Trademark Registrations

Mark	Country	Reg No
Educational Options	U.S.A.	3546874
EDOPTIONS	U.S.A.	4041005
STARS SUITE	U.S.A.	3546640
ORCHARD SOFTWARE	U.S.A.	3383398
PRACTICEPLANET	U.S.A.	3463542

(b) U.S. and Foreign Trademark Applications:

None