

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
Lexia Learning Systems, Inc.		12/09/2011	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA	
Name:	Albert W. Merck
Street Address:	1010 Waltham Street, Apt. 19
City:	Lexington
State/Country:	MASSACHUSETTS
Postal Code:	02421
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	4036580	ASSESSMENT WITHOUT TESTING
Registration Number:	2888776	CROSS-TRAINING FOR THE MIND
Registration Number:	3954903	
Serial Number:	77227582	FLEXI
Serial Number:	77227580	FLEXI
Registration Number:	2417528	LEXIA
Serial Number:	77549200	LEXIA DISTRICT ADVANTAGE
Registration Number:	2544899	LEXIA EARLY READING
Registration Number:	3974943	LEXIA LESSONS
Registration Number:	3109814	LEXIA PRIMARY READING
Registration Number:	2417523	LEXIA QUICK READING TEST
Registration Number:	3676995	LEXIA READING
Registration Number:	3513407	LEXIA READING
Registration Number:	3974942	LEXIA SKILL BUILDERS

TRADEMARK

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Registration Number:	3114729	LEXIA STRATEGIES FOR OLDER STUDENTS
Registration Number:	3131569	LEXIE
Registration Number:	3513408	MYLEXIA
Registration Number:	2888775	OUR WORLD BEGINS WITH READING
Registration Number:	2950608	TEACHING READING: STAGES & STRATEGIES
Serial Number:	85469166	TEACHING READING: STAGES AND STRATEGIES
Serial Number:	85481531	THE FUTURE OF READING EDUCATION
Serial Number:	85481512	WELCOME TO THE FUTURE OF READING EDUCATION

CORRESPONDENCE DATA

Fax Number: (617)227-4420
Phone: 6172390746
Email: kouimet@edwardswildman.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Kristine L Ouimet
Address Line 1: 111 Huntington Avenue
Address Line 2: Edwards Wildman Palmer LLP
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	218429.0003
NAME OF SUBMITTER:	Kristine L Ouimet
Signature:	/Kristine L. Ouimet/
Date:	01/13/2012

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 9, 2011, is among Lexia Learning Systems, Inc., a Delaware corporation as grantor (the "Grantor"), and Mr. Albert W. Merck, as lender (the "Lender").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Credit and Security Agreement, dated as of December 9, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, as borrower and the Lender, the Lender has agreed to extend credit and make certain financial accommodations to the Grantor;

WHEREAS, pursuant to the Credit Agreement, the Grantor granted to the Lender a security interest in and continuing lien on, all of the Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Obligations including the obligations of the Grantor under the Credit Agreement;

WHEREAS, the parties to the Credit Agreement contemplate and intend that, the Lender shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default shall occur and be continuing, the right to exercise its remedies under the Credit Agreement in connection with all of the Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms used herein have the meanings given to them in the Credit Agreement.

Section 2. Grant of Security Interest in Trademarks

The Grantor hereby grants to the Lender a security interest in and continuing lien on, all of the Grantor's right, title and interest in, to and under the Trademarks to the extent included in the Collateral, including but not limited to the Trademarks listed in Schedule A, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender, pursuant to the Credit Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall control.

Section 5. Recordation

The Grantor hereby authorizes and requests that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective authorized officer as of the date first above written.

GRANTOR:

LEXIA LEARNING SYSTEMS, INC.

By: _____

Name: Nicholas Gaehde

Title: President and Chief Executive Officer

LENDER:

By: _____

Name: Albert W. Merck

(Trademark Security Agreement – Signature Page)

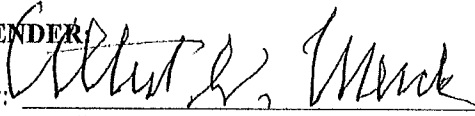
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective authorized officer as of the date first above written.

GRANTOR:

LEXIA LEARNING SYSTEMS, INC.

By: _____
Name:
Title:

LENDER

By:  _____
Name: Albert W. Merck

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

Mark Name	Country	Class	App. No.	Reg. No.	Reg. Date
ASSESSMENT WITHOUT TESTING	United States	9	85/291137	4,036,580	10/4/2011
CROSS-TRAINING FOR THE MIND	United States	9	76/557971	2,888,776	9/28/2004
DESIGN OF A LION	United States	9	85/123716	3,954,903	5/3/2011
FLEXI	United States	42	77/227582		
FLEXI	United States	9	77/227580		
LEXIA	United States	9	75/892049	2,417,528	1/2/2001
LEXIA DISTRICT ADVANTAGE	United States	42	77/549200		
LEXIA EARLY READING	United States	9	76/256664	2,544,899	3/5/2002
LEXIA LESSONS	United States	9	77/549247	3,974,943	6/7/2011
LEXIA PRIMARY READING	United States	9	76/608323	3,109,814	6/27/2006
LEXIA QUICK READING TEST	United States	9	75/891778	2,417,523	1/2/2001
LEXIA READING	United States	42	77/183778	3,676,995	9/1/2009
LEXIA READING	United States	9	77/183773	3,513,407	10/7/2008
LEXIA SKILL BUILDERS	United States	9	77/549240	3,974,942	6/7/2011
LEXIA STRATEGIES FOR OLDER STUDENTS	United States	9	76/616976	3,114,729	7/11/2006
LEXIE	United States	28	76/557963	3,131,569	8/22/2006
MYLEXIA	United States	42	77/183784	3,513,408	10/7/2008
OUR WORLD BEGINS WITH READING	United States	9	76/557962	2,888,775	9/28/2004
TEACHING READING: STAGES & STRATEGIES	United States	9	76/557966	2,950,608	5/10/2005
TEACHING READING: STAGES AND STRATEGIES	United States	42	85/469166		
THE FUTURE OF READING EDUCATION	United States	42	85/481531		
WELCOME TO THE FUTURE OF READING EDUCATION	United States	42	85/481512		
LEXIA	Australia	9	985174	985174	1/16/2004
LEXIA	China P.R.		4979292	4979292	10/14/2008
LEXIA	Costa Rica	9	2003/0008330	147706	5/28/2004
LEXIA ADVANCED READING	Ireland	9	2003/00826	229509	4/13/2004
LEXIA	Ireland	9	2003/02133	228338	11/13/2003
LEXIA BASIC READING	Ireland	9	2004/00814	229508	4/13/2004
LEXIA	Mexico	9	644,951	829,701	3/4/2004
LEXIA STRATEGIES FOR OLDER STUDENTS	Mexico	9	715,395	893,174	7/28/2005

LEXIA	New Zealand	9	704383	704383	11/13/2003
FLEXI	United Kingdom	9	2463248	2463248	8/6/2007
LEXIA	United Kingdom	9	2349064	2349064	11/17/2003
LEXIA ADVANCED READING	United Kingdom	9	2355635	2355635	2/11/2004
LEXIA BASIC READING	United Kingdom	9	2355635	2355635	2/11/2004
LEXIA EARLY READING: UK VERSIO	United Kingdom	9	2424807	2424807	6/19/2006
LEXIA FOUNDATON PHONICS	United Kingdom	9	2371588	2371588	8/26/2004
LEXIA FOUNDATON READING	United Kingdom	9	2371588	2371588	8/26/2004
LEXIA READING	United Kingdom	9	2459507	2459507	2/15/2008
LEXIA READING ASSESSMENT	United Kingdom	9	2371750	2371750	8/27/2004
LEXIA STRATEGIES FOR OLDER STUDENTS	United Kingdom	9	2418645	2418645	4/5/2006
MYLEXIA	United Kingdom	9	2459509	2459509	2/15/2008
OUR WORLD BEGINS WITH READING	United Kingdom	9	2434283	2434283	10/3/2006

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