

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
Compasslearning, Inc.		12/28/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	221 West 6th St., 2nd Fl
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	85097840	COMPASSLEARNING IMPACT TEACHER ACADEMY
Serial Number:	85412641	MOVELEARNINGFORWARD FOUNDATION
Serial Number:	74257129	HARTLEY
Serial Number:	74592365	CUENTOS DE COQUI
Serial Number:	74439993	COMPASS
Serial Number:	75907689	COMPASSLEARNING
Serial Number:	75907091	C-PAS
Serial Number:	75907422	
Serial Number:	75907796	COMPASSLEARNING
Serial Number:	75907686	
Serial Number:	75907235	COMPASSLEARNING
Serial Number:	75907685	COMPASSLEARNING
Serial Number:	75907593	COMPASSLEARNING
Serial Number:	75907193	COMPASSLEARNING

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Serial Number:	75907687	
Serial Number:	76351637	COMPASSLEARNING ODYSSEY
Serial Number:	77899827	CRITICAL MISTAKES FRAMEWORK
Serial Number:	76351638	COMPASSLEARNING ODYSSEY
Serial Number:	76352672	COMPASSLEARNING ODYSSEY
Serial Number:	76373002	
Serial Number:	76373000	
Serial Number:	78161958	BRAIN BUZZERS
Serial Number:	78314666	BETTER TECHNOLOGY FOR IMPROVED STUDENT ACHIEVEMENT

CORRESPONDENCE DATA

Fax Number: (214)756-8113
Phone: (512) 305-4807
Email: sritchie@lockelord.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: L. Jeffrey Hubenak % Locke Lord LLP
Address Line 1: 100 Congress Avenue, Suite 300
Address Line 4: Austin, TEXAS 78701

ATTORNEY DOCKET NUMBER:	005010003145
NAME OF SUBMITTER:	L. Jeffrey Hubenak
Signature:	/L. Jeffrey Hubenak/
Date:	03/22/2012

Total Attachments: 8
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**TRADEMARK SECURITY AGREEMENT
(Borrower)**

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of December 28, 2011, is by and between COMPASSLEARNING, INC., a Delaware corporation, whose address is 203 Colorado, Austin, Texas 78701 ("Debtor"), and JPMORGAN CHASE BANK, N.A., a national banking association, whose address is JPMorgan Chase Bank, N.A., Mail Code TX3-8211, 221 West 6th Street, 2nd Floor, Austin, Texas 78701, Attention: Manager/Commercial Lending Group ("Secured Party").

WHEREAS, Debtor and Secured Party have entered into that certain Credit Agreement (as amended, restated and supplemented from time to time, the "Credit Agreement") of even date herewith;

WHEREAS, Debtor and Secured Party have entered into a Pledge and Security Agreement of even date herewith (as said Security Agreement may be amended, restated, modified, supplemented and in effect from time to time, the "General Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein;

WHEREAS, the Credit Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement in accordance with the specific terms of the Credit Agreement;

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

1. Grant of Security Interest. Debtor does hereby grant to Secured Party a continuing security interest in all of Debtor's right, title, and interest in and to all of the following (all of the following being herein collectively referred to as the "Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Secured Obligations (as defined in the Credit Agreement):

(a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing (including, without limitation, each trademark listed on Schedule 1 attached hereto), together with (i) all renewals of the foregoing, (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof, (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (v) all rights corresponding to any of the foregoing throughout the world;

(b) all licenses or similar arrangements of any of the foregoing, whether as licensee or licensor;

(c) all general intangibles at any time evidencing or relating to any of the foregoing, together with all books and records, computer files, programs, printouts and other computer materials and records related thereto; and

(d) all products and proceeds of any of the foregoing.

2. Miscellaneous. This security interest is granted in conjunction with the security interest granted to Secured Party pursuant to the General Security Agreement. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party respect to the security interest in the Collateral made and granted hereby are more fully set forth in the General Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the General Security Agreement, the Credit Agreement and the other Credit Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Credit Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES PATENT AND TRADEMARK LAWS.** This Agreement shall be binding upon Debtor, and the trustees, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Collateral, and shall benefit Secured Party and its successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

IN WITNESS WHEREOF, Debtor and Secured Party have caused this Agreement to be duly executed by their respective officers thereunto as of the date first set forth above.

"Debtor"

COMPASSLEARNING, INC.,
a Delaware corporation

By: Trey Chambers
Name: Trey Chambers
Title: CEO

"Secured Party"

JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____

Attachment:

Schedule 1 – Trademarks

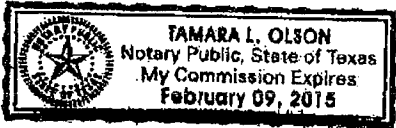
THE STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on December, 2011, by TREY CHAMBERS, CEO of CompassLearning, Inc., a Delaware corporation, on behalf of said corporation.

Tamara L. Olson
Notary Public in and for the State of Texas
Printed Name: TAMARA L. OLSON
My Commission Expires: 2/9/15



Signature Page(s) to
Trademark Security Agreement

IN WITNESS WHEREOF, Debtor and Secured Party have caused this Agreement to be duly executed by their respective officers thereunto as of the date first set forth above.

"Debtor"

COMPASSLEARNING, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

"Secured Party"

JPMORGAN CHASE BANK, N.A.

By: M. Brent Bernto
Name: M. BRENT BERNTO
Title: VICE PRESIDENT

Attachment:

Schedule 1 – Trademarks

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2011, by _____ of CompassLearning, Inc., a Delaware corporation, on behalf of said corporation.

Notary Public in and for the State of Texas
Printed Name: _____
My Commission Expires: _____

*Signature Page(s) to
Trademark Security Agreement*

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THE STATE OF TEXAS

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§

COUNTY OF TRAVIS

This instrument was acknowledged before me on December 28 2011, by M. Brent Perkins, vice president of JPMorgan Chase Bank, N.A., a national banking association, on behalf of said association.

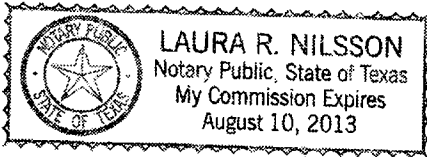
Laura R. Nilsson

Notary Public in and for the State of Texas

Printed Name: Laura R. Nilsson

My Commission Expires:

August 10, 2013



Signature Page(s) to
Trademark Security Agreement

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TRADEMARK
REEL: 004741 FRAME: 0622

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT
TRADEMARKS**

OWNER NAME	MARK	MARK TYPE	FILE NUMBER	REG. NUMBER	REC. DATE	STATUS	COUNTRY
Compass	COMPASSLEARNING IMPACT TEACHERS ACADEMY & Design	Design	85/097,840 INTENT-TO-USE			ALLOWED	United States
Compass	MINDKEEPERS	Stylized	85/360,556 INTENT-TO-USE			APPROVED FOR PUBLICATION	United States
MoveLearning Forward Foundation	MOVELEARNINGFORWARD FOUNDATION	Word	85/412,641			PENDING	United States
Compass	HARTLEY & Design	Design	74/257,129	1,765,662	4/20/1993	REGISTERED	United States
Compass	CUENTOS DE COQUI (Translates "Stories from the Frog")	Word	74/592,365	1,923,500	10/3/1995	REGISTERED	United States
Compass	COMPASS	Word	74/439,993	2,053,034	4/15/1997	REGISTERED	United States
Compass	COMPASSLEARNING & Vertical Design	Design	479165	738046	4/3/2001	REGISTERED	Mexico
Compass	COMPASSLEARNING & Vertical Design	Design	479164	738045	4/3/2001	REGISTERED	Mexico
Compass	COMPASSLEARNING & Vertical Design	Design	479166	738047	4/3/2001	REGISTERED	Mexico
Compass	COMPASSLEARNING	Word	75/907,689	2,656,902	12/3/2001	REGISTERED	United States
Compass	C-PAS	Word	75/907,091	2,530,573	1/15/2002	REGISTERED	United States
Compass	CL Design	Design	75/907,422	2,579,671	6/11/2002	REGISTERED	United States

Schedule 1 to Trademark Security Agreement

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**TRADEMARK
REEL: 004741 FRAME: 0623**

OWNER NAME	MARK	MARK TYPE	FILE NUMBER	REG. NUMBER	REG. DATE	STATUS	COUNTRY
Compass	COMPASSLEARNING & Vertical Design	Design	75/907,796	2,586,070	6/25/2002	REGISTERED	United States
Compass	CL Design	Design	75/907,686	2,592,387	7/9/2002	REGISTERED	United States
Compass	COMPASSLEARNING & Vertical Design	Design	75/907,235	2,592,385	7/9/2002	REGISTERED	United States
Compass	COMPASSLEARNING	Word	75/907,685	2,636,212	10/15/2002	REGISTERED	United States
Compass	COMPASSLEARNING & Design	Design	75/907,593	2,640,277	10/22/2002	REGISTERED	United States
Compass	COMPASSLEARNING	Word	75/907,193	2,654,747	11/26/2002	REGISTERED	United States
Compass	CL Design	Design	75/907,687	2,663,822	12/17/2002	REGISTERED	United States
Compass	COMPASSLEARNING ODYSSEY	Word	76/351,637	2,725,691	6/10/2003	REGISTERED	United States
Compass	CRITICAL MISTAKES FRAMEWORK	Word	77/899,827	4,010,848	8/16/2011	REGISTERED	United States
Compass	COMPASSLEARNING	Word		2,227,354	3/28/2000	REGISTERED	United Kingdom
Compass	COMPASSLEARNING ODYSSEY	Word	76/351,638	2,728,031	6/17/2003	REGISTERED	United States
Compass	COMPASSLEARNING ODYSSEY	Word	76/352,672	2,800,981	12/30/2003	REGISTERED	United States

Schedule 1 to Trademark Security Agreement

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TRADEMARK
REEL: 004741 FRAME: 0624

OWNER NAME	MARK	MARK TYPE	FILE NUMBER	REG. NUMBER	REG. DATE	STATUS	COUNTRY
Compass	Sweep Logo	Design	76/373,002	2,813,730	2/10/2004	REGISTERED	United States
Compass	Sweep Logo	Design	76/373,000	2,813,729	2/10/2004	REGISTERED	United States
Compass	BRAIN BUZZERS	Word	78/161,958	2,968,115	7/12/2005	REGISTERED	United States
Compass	BETTER TECHNOLOGY FOR IMPROVED STUDENT ACHIEVEMENT	Word	78/314,666	2,980,829	8/2/2005	REGISTERED	United States
Compass	COMPASSLEARNING & Vertical Design	Design		2,227,451	3/28/2000	REGISTERED	United Kingdom
Compass	CL Design	Design	1032288	TMA593611	10/30/2003	REGISTERED	Canada
Compass	COMPASSLEARNING & Vertical Design	Design	1052289	TMA662385	4/7/2006	REGISTERED	Canada
Compass	COMPASSLEARNING	Word	1052290	TMA662502	4/11/2006	REGISTERED	Canada
Compass	COMPASS	Word	877358	TMA545469	5/22/2001	REGISTERED	Canada
Compass	WORLDWARE	Word	894386	TMA537328	11/20/2000	REGISTERED	Canada
Compass	COMPASS WORLDWARE	Word	877187	TMA545468	5/22/2001	REGISTERED	Canada
Compass	COMPASS	Word		173124	12/6/1996	REGISTERED	Ireland

Schedule 1 to Trademark Security Agreement

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RECORDED: 03/22/2012

TRADEMARK
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