

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
Renzulli Learning Systems, LLC		12/28/2011	LIMITED LIABILITY COMPANY: CONNECTICUT
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	221 West 6th Street, 2nd Fl.		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	77611888	PSP	
Serial Number:	77467634	RENZULLI NEXT-BOOK	
Serial Number:	85457894	RENZULLI PROFILER	
Serial Number:	85183869	RENZULLI LESSON LIBRARY	
Serial Number:	78845359	RENZULLI	
Serial Number:	77143500	CLOSING THE ACHIEVEMENT GAP	
Serial Number:	77143482	DIFFERENTIATION ENGINE	
Serial Number:	77143462	PROVEN DIFFERENTIATION	
Serial Number:	77387792	RENZULLI SCOREBOOSTER	
CORRESPONDENCE DATA			
Fax Number:	(214)756-8113		
Phone:	(512) 305-4807		
Email:	sritchie@lockelord.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

CH \$240.00 77611888

via US Mail.

Correspondent Name: L. Jeffrey Hubenak
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: 6

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**TRADEMARK SECURITY AGREEMENT
(Renzulli)**

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of December 28, 2011, is by and between RENZULLI LEARNING SYSTEMS, LLC, a Connecticut limited liability company, 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, CompassLearning, Inc., a Delaware corporation (the "Borrower"), 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, in connection with the Credit Agreement, 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"

RENZULLI LEARNING SYSTEMS, LLC,
a Connecticut limited liability company

By: Trey Chambers
Name: Trey Chambers
Title: CFO of His Manager

"Secured Party"

JPMORGAN CHASE BANK, N.A.

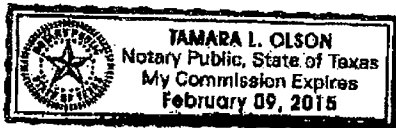
By: _____
Name: _____
Title: _____

Attachment:

Schedule 1 -- Trademarks

THE STATE OF TEXAS §
 §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on December, 2011, by TREY CHAMBERS, CFO of the Mgr of Renzulli Learning Systems, LLC, a Connecticut limited liability company, on behalf of said limited liability company.



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"

RENZULLI LEARNING SYSTEMS, LLC,
a Connecticut limited liability company

By: _____

Name: _____

Title: _____

"Secured Party"

JPMORGAN CHASE BANK, N.A.

By: M. Brent Bertino

Name: M. BRENT BERTINO

Title: VICE PRESIDENT

Attachment:

Schedule 1 – Trademarks

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

§

This instrument was acknowledged before me on _____, 2011, by _____ of Renzulli Learning Systems, LLC, a Connecticut limited liability company, on behalf of said limited liability company.

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

§
§
§

COUNTY OF TRAVIS

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

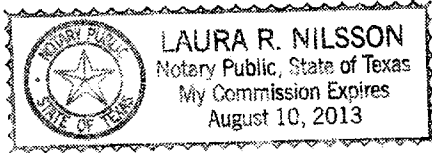
Laura R. Nilsson

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: 0639**

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

OWNER NAME	MARK	MARK TYPE	FILE NUMBER	REG. NUMBER	REG. DATE	STATUS	COUNTRY
Renzulli	PSP	Word	77/611,888	3,638,756	6/16/2009	REGISTERED	United States
Renzulli	RENZULLI NEXT-BOOK	Word	77/467,634	3,667,544	8/11/2009	REGISTERED	United States
Renzulli	RENZULLI PROFILER	Word	85/457,894			PENDING	United States
Renzulli	RENZULLI LESSON LIBRARY	Word	85/183,869			PUBLISHED	United States
Renzulli	RENZULLI	Word	78/845,359	3,285,949	8/28/2007	REGISTERED	United States
Renzulli	CLOSING THE ACHIEVEMENT GAP	Word	77/143,500	3,550,865	12/23/2008	REGISTERED	United States
Renzulli	DIFFERENTIATION ENGINE	Word	77/143,482	3,550,864	12/23/2008	REGISTERED	United States
Renzulli	PROVEN DIFFERENTIATION	Word	77/143,462	3,550,863	12/23/2008	REGISTERED	United States
Renzulli	RENZULLI SCOREBOOSTER	Word	77/387,792	3,620,427	5/12/2009	REGISTERED	United States

Schedule 1 to Trademark Security Agreement

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RECORDED: 03/22/2012

**TRADEMARK
REEL: 004741 FRAME: 0640**