

## 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
Catapult Learning West, LLC		04/05/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, Chicago Branch, as Agent		
Street Address:	115 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2717006	LITERACY FIRST	
Registration Number:	2336006	LITERACY FIRST PROCESS	
Registration Number:	3230683	MY DATA FIRST	
Registration Number:	3340920	DEVELOPING EXPERT READING TEACHERS	
Registration Number:	3455342	DEVELOPING EXPERT READERS	
CORRESPONDENCE DATA			
Fax Number:	3128035299		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		

CH \$140.00 2717006

ATTORNEY DOCKET NUMBER:	1983402
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	04/20/2012
Total Attachments: 6 source=3177725#page1.tif source=3177725#page2.tif source=3177725#page3.tif source=3177725#page4.tif source=3177725#page5.tif source=3177725#page6.tif	

## TRADEMARK COLLATERAL AGREEMENT

This 5th day of April, 2012, CATAPULT LEARNING WEST, LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at Two Aquarium Drive, Suite 100, Camden, NJ 08103, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, collaterally assigns, mortgages and pledges to BANK OF MONTREAL, Chicago branch ("*BMO*"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Security Agreement dated as of March 20, 2008 among Debtor, Catapult Learning, LLC, as a debtor (the "*Borrower*"), Catapult Holdings, Inc., as a Debtor (the "*Parent*"), the Agent and the other debtors party thereto, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a

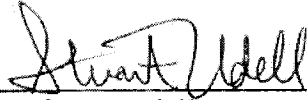
Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the collateral assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CATAPULT LEARNING WEST, LLC

By:   
Name: Stuart Udell  
Title: President and Chief Executive Officer

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, Chicago branch, as Agent

By: \_\_\_\_\_  
Name: Brian Miazga  
Title: Vice President

[Signature Page to Trademark Collateral Agreement]

TRADEMARK  
REEL: 004761 FRAME: 0928

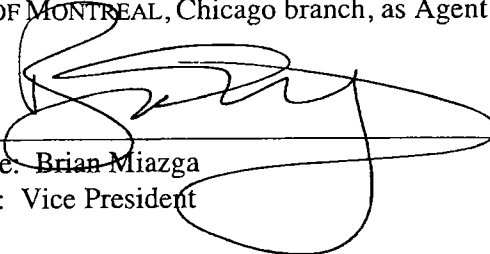
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CATAPULT LEARNING WEST, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, Chicago branch, as Agent

By:   
Name: Brian Miazga  
Title: Vice President

[Signature Page to Trademark Collateral Agreement]

**TRADEMARK**  
**REEL: 004761 FRAME: 0929**

**SCHEDULE A-1  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.	GRANTED
LITERACY FIRST	2717006	March 20, 2003
LITERACY FIRST PROCESS	2336006	March 28, 2000
MY DATA FIRST	3230683	April 17, 2007
DEVELOPING EXPERT READING TEACHERS	3340920	November 20, 2007
DEVELOPING EXPERT READER	3455342	June 24, 2008

**PENDING FEDERAL TRADEMARK APPLICATIONS**

NONE.

**SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

NONE.