TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARCHIPELAGO LEARNING, LLC		05/17/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK ORGANIZED AND EXISTING UNDER THE LAWS OF SWITZERLAND: SWITZERLAND

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3078052	E S L READING SMART
Registration Number:	3213041	THE PROVEN PATH TO ENGLISH PROFICIENCY
Registration Number:	3452386	
Registration Number:	3507135	STUDY ISLAND
Registration Number:	3739678	ISLANDWEB
Registration Number:	3739686	NORTHSTAR LEARNING
Registration Number:	3806805	STUDY ISLAND
Registration Number:	3810145	NORTHSTAR LEARNING
Registration Number:	3810147	ARCHIPELAGO LEARNING
Registration Number:	3898667	NORTHSTAR LEARNING
Registration Number:	3902695	ARCHIPELAGO LEARNING
Registration Number:	3909873	STUDY ISLAND
Registration Number:	3984945	READINGMATE

OP $465.00 3078052

Registration Number:	3984947	READING MATE
Registration Number:	3984948	THE PROVEN PATH TO ACADEMIC SUCCESS
Registration Number:	4032067	ARCHIPELAGO LEARNING
Serial Number:	85458176	STUDY ISLAND
Serial Number:	85453483	STUDY ISLAND

CORRESPONDENCE DATA

Fax Number: 7147558290

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038263-0260
NAME OF SUBMITTER:	KRISTIN J AZCONA
Signature:	/KJA/
Date:	05/22/2012

Total Attachments: 14

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TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

TRADEMARK SECURITY AGREEMENT (SECOND LIEN) ("Agreement"), dated as of May 17, 2012, by Archipelago Learning, LLC, a limited liability company of Delaware, Educational Options, Inc., a corporation of Virginia, Orchard Learning, LLC, a limited liability company of Virginia, PLATO Learning, Inc., a corporation of Delaware, and PLATO, Inc., a corporation of Delaware (each herein referred to as a "Grantor" and, together, the "Grantors"), in favor of Credit Suisse AG, Cayman Islands Branch, located at Eleven Madison Avenue, New York, NY 10010, as collateral agent (in such capacity, including any successor thereto, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, each Grantor owns the Trademark (as defined in the Guarantee and Collateral Agreement referenced below) registrations and applications listed as owned by such Grantor on Schedule 1 annexed hereto;

WHEREAS, pursuant to that certain Credit Agreement (Second Lien) dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrower, Holdings, the Lenders (as each is defined in the Credit Agreement) and, in its capacity as administrative agent and collateral agent, the Collateral Agent, the Lenders have agreed to extend credit to the Borrower pursuant to, and upon the terms and conditions specified therein;

WHEREAS, the obligations of the Lenders to extend credit to the Borrower are conditioned upon, among other things, the execution and delivery of that certain Guarantee and Collateral Agreement (Second Lien) dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") among the Borrower, Holdings, the subsidiaries of the Borrower from time to time party thereto (including each Grantor) and, in its capacity as collateral agent, the Collateral Agent; and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, each Grantor has pledged to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and granted to the Collateral Agent, its successors and assigns, a security interest in all right, title or interest in the Trademark Collateral (as defined below), whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time may acquire any right, title or interest, as security for the payment or performance, as the case may be of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor, as security for the payment or performance, as the case may be of the Obligations, hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, a security interest in all right, title or interest in or to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time may acquire any right, title or interest):

(a) all of the Trademarks owned by such Grantor, including, without limitation:

(i) each Trademark registration and application listed as owned by such Grantor on Schedule 1 annexed hereto;

(ii) all goodwill associated therewith or symbolized by such Trademarks; and

(iii) all proceeds of and products of such Trademarks, including any claim by such Grantor against third parties for past, present, future infringement or dilution of such Trademarks or injury to the goodwill associated with such Trademarks.

Notwithstanding the foregoing, the security interest granted herein shall not extend to and the term "Trademark" shall not include any Trademark applications filed in the United States Patent and Trademark Office on the basis of a Grantor's "intent-to-use" such Trademark (unless and until a statement of use in connection therewith has been filed with the United States Patent and Trademark Office). Each Grantor acknowledges that, following the filing with the United States Patent and Trademark Office of a statement of use with respect to any intent-to-use Trademark, such Grantor's interest in any such intent-to-use Trademark application shall automatically be subject to the security interest in favor of the Collateral Agent granted hereunder.

The foregoing security interest is granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of May 17, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Credit Suisse AG, Cayman Islands Branch, as First Lien Agent, and Credit Suisse AG, Cayman Islands Branch, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

This Agreement shall be construed in accordance with and governed by the laws of the state of New York, without regard to conflict of laws principles. Each party hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any New York State court or Federal court of the United States of America, sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court.

This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

PLATO, INC.

By: _____

Name: Robert J. Rueckl
Title: Chief Financial Officer

PLATO LEARNING, INC.

By: _____

Name: Robert J. Rueckl
Title: Chief Financial Officer

ARCHIPELAGO LEARNING, LLC

By: _____

Name: Robert J. Rueckl
Title: Chief Financial Officer

EDUCATIONAL OPTIONS, INC.

By: _____

Name: Robert J. Rueckl
Title: Chief Financial Officer

ORCHARD LEARNING, LLC

By: _____

Name: Robert J. Rueckl
Title: Chief Financial Officer

TRADEMARK
REEL: 004785 FRAME: 0202

Acknowledged and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE 1
to
Trademark Security Agreement (Second Lien)

TRADEMARKS/TRADE NAMES OWNED BY ARCHIPELAGO LEARNING, LLC

U.S. Trademark Registrations

Mark	App. No./ Filing Date	Reg. No./ Reg. Date
E S L READING SMART & Design	76/410591 5/20/2002	3078052 4/11/2006
THE PROVEN PATH TO ENGLISH PROFICIENCY	78/866766 4/21/2006	3213041 2/27/2007
Design Only (Palm Trees)	77/197027 6/4/2007	3452386 6/24/2008
STUDY ISLAND	77/196967 6/4/2007	3507135 9/30/2008
ISLANDWEB	77/761931 6/17/2009	3739678 1/19/2010
NORTHSTAR LEARNING	77/761989 6/17/2009	3739686 1/19/2010
STUDY ISLAND & Design	77/863258 11/2/2009	3806805 6/22/2010
NORTHSTAR LEARNING & Design	77/863277 11/2/2009	3810145 6/29/2010
ARCHIPELAGO LEARNING & Design	77/863293 11/2/2009	3810147 6/29/2010
NORTHSTAR LEARNING & Design	77/863285 11/2/2009	3898667 1/4/2011
ARCHIPELAGO LEARNING & Design	77/863307 11/2/2009	3902695 1/11/2011

Mark	App. No./ Filing Date	Reg. No./ Reg. Date
STUDY ISLAND & Design	77/863269 11/2/2009	3909873 1/25/2011
READINGMATE	85/161078 10/26/2010	3984945 6/28/2011
READING MATE & Design	85/161090 10/26/2010	3984947 6/28/2011
THE PROVEN PATH TO ACADEMIC SUCCESS	85/161098 10/26/2010	3984948 6/28/2011
ARCHIPELAGO LEARNING	77/762038 6/17/2009	4032067 9/27/2011

U.S. Trademark Applications

Mark	App. No./ Filing Date	Status
STUDY ISLAND & Design	85/458176 10/27/2011	Pending
STUDY ISLAND & Design	85/453483 10/21/2011	Pending

State Trademark Registrations

State	Mark	Reg. No./ Reg. Date
Texas	ALLOY INTERACTIVE	800839923 7/5/2007
Texas	ALLOY MULTIMEDIA	800839925 10/9/2007
Texas	ALLOY MULTIMEDIA	800839926 8/1/2007
Texas	ALLOY INTERACTIVE	800839927 7/5/2007

Non-U.S. Trademark Registrations

Country	Mark	App. No./ Filing Date	Reg. No./ Reg. Date
China	E S L READING SMART & Design	6313948 10/9/2007	6313948 8/14/2010

Non-U.S. Trademark Applications

Country	Mark	App. No./ Filing Date
Canada	STUDY ISLAND	1572295 4/10/2012
CTM	STUDY ISLAND	10847739 4/30/2012

TRADEMARKS/TRADE NAMES OWNED BY EDUCATIONAL OPTIONS, INC.

U.S. Trademark Registrations

Mark	App. No./ Filing Date	Reg. No./ Reg. Date
STARS SUITE & Design	77/462500 4/30/2008	3546640 12/16/2008
EDUCATIONAL OPTIONS & Design	77/514848 7/3/2008	3546874 12/16/2008
EDOPTIONS	85/221054 1/19/2011	4041005 10/18/2011

TRADEMARKS/TRADE NAMES OWNED BY ORCHARD LEARNING, LLC

U.S. Trademark Registrations

Mark	App. No./ Filing Date	Reg. No./ Reg. Date
ORCHARD SOFTWARE	78/958550 8/23/2006	3383398 2/12/2008
PRACTICEPLANET	77/155197 4/12/2007	3463542 7/8/2008

TRADEMARKS/TRADE NAMES OWNED BY PLATO LEARNING, INC.

U.S. Trademark Registrations

Mark	App. No./ Filing Date	Reg. No./ Reg. Date
CYBER ED	75/570643 10/29/1998	2351383 5/23/2000
PERSONAL ALGEBRA TUTOR	78/679689 7/27/2005	3198239 1/16/2007
ACADEMIC SYSTEMS & Design	78/873247 5/1/2006	3790276 5/18/2010
ACADEMIC SYSTEMS & Design	78/981277 5/1/2006	3790286 5/18/2010

Non-U.S. Trademark Registrations

Country	Mark	App. No./ Filing Date	Reg. No./ Reg. Date
Australia	PLATO LEARNING & Starman Design	976310 10/29/2003	976310 6/28/2004
Canada	PLATO	416301 10/7/1977	TMA247944 7/11/1980
Canada	PLATO LEARNING & Starman Design	1260117 5/30/2005	TMA674769 10/13/2006
Canada	PLATO and Starman Design	1301694 5/4/2006	TMA694682 8/24/2007
Canada	STRAIGHT CURVE & Design	1301696 5/4/2006	TMA694705 8/24/2007
Canada	PLATO LEARNING & Design	1301695 5/4/2006	TMA694706 8/24/2007

Country	Mark	App. No./ Filing Date	Reg. No./ Reg. Date
Canada	ACADEMIC SYSTEMS & Design	1301698 5/4/2006	TMA694711 8/24/2007
China	PLATO	94086870 8/29/1994	854592 7/14/1996
China	PLATO	94086869 8/29/1994	857885 7/21/1996
China	PLATO	94086871 8/29/1994	863531 8/14/1996
CTM	PLATO	143115 4/1/1996	143115 11/17/1998
CTM	PLATO	2701860 5/20/2002	2701860 1/29/2004
CTM	PLATO LEARNING & Starman Design	3181302 5/19/2003	3181302 12/22/2004
CTM	CYBERED	3429727 10/30/2003	3429727 5/19/2005
CTM	PLATO LEARNING & Starman Design	4384152 5/10/2005	4384152 5/15/2006
CTM	PLATO and Starman Design	5063706 5/9/2006	5063706 8/2/2007
CTM	ACADEMIC SYSTEMS & Design	5063664 5/9/2006	5063664 8/2/2007
CTM	PLATO LEARNING & Design	5063722 5/9/2006	5063722 8/2/2007
CTM	STRAIGHT CURVE & Design	5063748 5/9/2006	5063748 8/2/2007
Dominican Republic	PLATO	10/5/1977	26900 10/5/1977
Hong Kong	PLATO	506/88 1/29/1988	19890568 2/27/1989
India	PLATO LEARNING & Starman Design	1249318 11/11/2003	1249318 3/21/2007

Country	Mark	App. No./ Filing Date	Reg. No./ Reg. Date
Ireland	PLATO	740/80 3/19/1980	B99569 3/19/1980
Italy	PLATO	34723C/77 9/29/1977	822371 5/6/1985
Japan	PLATO	21790/1980 3/21/1980	1809366 9/27/1985
Malaysia	PLATO	M/89882 3/19/1981	M/89882 1/20/1987
Malaysia	PLATO	25420 7/13/2003	SAR/25420 2/11/1985
Mexico	PLATO LEARNING & Starman Design PLATO LEARNING	676053 9/8/2004	855010 10/11/2004
Mexico	PLATO LEARNING & Starman Design PLATO LEARNING	676052 9/8/2004	855272 10/19/2004
Mexico	PLATO LEARNING & Starman Design PLATO LEARNING	676050 9/8/2004	855505 10/20/2004
Morocco	PLATO	364007 9/25/1977	27833 9/28/1977
Puerto Rico	PLATO	43957 10/13/1998	43957 3/23/2000
Puerto Rico	PLATO	43958 10/13/1998	43958 3/23/2000
Romania	PLATO	6642 10/25/1977	10190 10/25/1977
Singapore	PLATO	1126/81 3/17/1981	T8101126F 3/17/1981
Singapore	PLATO	3453/82 7/5/1982	T8203453G 7/5/1982
South Africa	PLATO	B3980/77 9/6/1977	1977/03980 9/6/1977
South Africa	PLATO	1979/3237 6/26/1979	1979/3237 6/26/1979
South Africa	PLATO	1993/11972 12/14/1993	1993/11972 12/14/1993
South Africa	PLATO LEARNING & Starman Design PLATO LEARNING	2003/19080 10/30/2003	2003/19080 10/19/2007
South Africa	ACADEMIC SYSTEMS & Design ACADEMIC SYSTEMS	2006/09798 5/5/2006	2006/09798 2/5/2010

Country	Mark	App. No./ Filing Date	Reg. No./ Reg. Date
South Africa	ACADEMIC SYSTEMS & Design	2006/09799 5/5/2006	2006/09799 2/25/2010
South Africa	ACADEMIC SYSTEMS & Design	2006/09800 5/5/2006	2006/09800 2/5/2010
South Africa	PLATO and Starman Design	2006/09801 5/5/2006	2006/09801 6/25/2010
South Africa	PLATO and Starman Design	2006/09802 5/5/2006	2006/09802 6/25/2010
South Africa	PLATO and Starman Design	2006/09803 5/5/2006	2006/09803 6/25/2010
South Africa	PLATO LEARNING & Design	2006/09804 5/5/2006	2006/09804 2/5/2010
South Africa	PLATO LEARNING & Design	2006/09805 5/5/2006	2006/09805 2/5/2010
South Africa	PLATO LEARNING & Design	2006/09806 5/5/2006	2006/09806 2/5/2010
South Africa	STRAIGHT CURVE & Design	2006/09807 5/5/2006	2006/09807 2/5/2010
South Africa	STRAIGHT CURVE & Design	2006/09808 5/5/2006	2006/09808 2/5/2010
South Africa	STRAIGHT CURVE & Design	2006/09809 5/5/2006	2006/09809 2/5/2010
Taiwan	PLATO	84026828 5/31/1995	720386 7/1/1996
Taiwan	PLATO	84026827 5/31/1995	727761 9/16/1996

Country	Mark	App. No./ Filing Date	Reg. No./ Reg. Date
Venezuela	PLATO	6918 9/19/1977	92941F 11/22/1979

Trade Names

Trade name	Jurisdiction	Registration No. Registration Date
PLATO LEARNING	U.S. State (Nebraska)	10088856 07-SEP-2006
PLATO LEARNING	U.S. State (Wyoming)	2005-00494645 15-JUN-2005

TRADEMARKS/TRADE NAMES OWNED BY PLATO, INC.

U.S. Trademark Registrations

Mark	App. No./ Filing Date	Reg. No./ Reg. Date
PLATO	73/046755 3/17/1975	1022888 10/14/1975
PLATO	73/142585 9/26/1977	1090872 5/9/1978
PLATO	73/135294 7/25/1977	1098369 8/1/1978
PLATO	73/218050 6/1/1979	1153895 5/12/1981
PLATO	73/325741 8/28/1981	1202574 7/27/1982
PLATO	73/349744 2/10/1982	1233392 4/5/1983
LIQUID BOOKS	74/560918 8/15/1994	2124084 12/23/1997
THE LIGHTSPAN NETWORK	75/046991 1/23/1996	2129372 1/13/1998
LIGHTSPAN LOCAL CONNECT	75/046992 1/23/1996	2129373 1/13/1998
WE ARE THE DOGS	75/978043 7/14/1997	2237859 4/6/1999
PLATO	78/412959 5/4/2004	3001321 9/27/2005
PLATO LEARNING & Starman Design PLATO LEARNING	76/977978 4/25/2003	3096240 5/23/2006
STRAIGHT CURVE	78/795469 1/20/2006	3331922 11/6/2007

Mark	App. No./ Filing Date	Reg. No./ Reg. Date
STRAIGHT CURVE & Design	78/873022 4/30/2006	3341888 11/20/2007
PLATO and Starman Design	78/873252 5/1/2006	3341889 11/20/2007
PLATO LEARNING & Design	78/873254 5/1/2006	3341890 11/20/2007
EDUTEST	77/076846 1/5/2007	3400748 3/25/2008
PLE	77/393934 2/11/2008	3593962 3/24/2009
PLE & Design	77/393937 2/11/2008	3593963 3/24/2009
PLATO LEARNING ENVIRONMENT	77/393964 2/11/2008	3597375 3/31/2009
Design Only	76220576 3/6/2001	2519956 12/18/2001
ACADEMIC SYSTEMS A & Design	76178613 12/7/2000	2571150 5/21/2002
ACADEMIC SYSTEMS	76179314 12/7/2000	2571152 5/21/2002

Non-U.S. Trademark Registrations

Country	Mark	App. No./ Filing Date	Reg. No./ Reg. Date
Great Britain	PLATO	1083448 9/12/1977	1083448 9/12/1977
Great Britain	PLATO	1083449 9/12/1977	1083449 9/12/1977
Great Britain	PLATO	1287557 10/9/1986	1287557 11/10/1989
Jamaica	PLATO	TM9/810 10/21/1981	20223 10/21/1981

Country	Mark	App. No./ Filing Date	Reg. No./ Reg. Date
Tangier	PLATO	4928 9/6/1977	R11771 8/22/1981
United Arab Emirates	PLATO LEARNING & Starman Design PLATO LEARNING	58827 2/15/2004	52023 3/29/2005
United Arab Emirates	PLATO LEARNING & Starman Design PLATO LEARNING	58826 2/15/2004	52024 3/29/2005
United Arab Emirates	PLATO LEARNING & Starman Design PLATO LEARNING	58825 2/15/2004	52025 3/29/2005