

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIT Lending Services Corporation		10/23/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	2325 LAKEVIEW PARKWAY, SUITE 700		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30004		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3312685	EMC PARADIGM	
CORRESPONDENCE DATA			
Fax Number:	4045725135		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-572-3458		
Email:	slake@kslaw.com		
Correspondent Name:	Susan Lake, Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	09636-015079		
NAME OF SUBMITTER:	Susan Lake		
Signature:	/Susan Lake/		

Date:

10/24/2012

Total Attachments: 3

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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

FOR VALUE RECEIVED, the undersigned, CIT LENDING SERVICES CORPORATION, in its capacity as agent (the "Agent") on behalf of and for the benefit of itself and the Lenders (as defined in the Loan Agreement, as defined below) (the "Secured Party"), hereby assigns any and all liens and security interests granted and pledged to it by EMC PUBLISHING, LLC, a Minnesota limited liability company (the "Grantor"), pursuant to that certain Trademark Security Agreement, dated as of February 8, 2007 (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Trademark Security Agreement"), between the Secured Party and Grantor, together with the associated Amended and Restated Loan Agreement, dated as of February 8, 2007, among the Grantor, Wicks Educational Publishing LLC, EMC Publishing, LLC (formerly EMC Corporation), Syntalk, LLC (formerly Syntalk, Inc.), PPIJ Holdings, Inc., and Paradigm Publishing, Inc. (collectively, the "Borrowers"), the lenders parties thereto, and the Agent (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Loan Agreement"), to GENERAL ELECTRIC CAPITAL CORPORATION, as successor agent for all purposes under the Loan Agreement (the "Successor Agent"), including, without limitation, all liens on and security interest in (i) the trademarks and trademark registrations and applications listed on Schedule I hereto, (ii) all renewals thereof, (iii) all goodwill of the Grantor's business connected with and symbolized by such trademarks listed on Schedule I hereto, (iv) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the trademarks listed on Schedule I hereto, including without limitation, damages and payments for past or future infringements thereof, (v) the right to sue for past, present and future infringements of trademarks listed on Schedule I hereto, and (vi) all rights corresponding to the trademarks listed on Schedule I hereto throughout the world (collectively, the "Trademark Collateral"), as recorded on behalf of the Secured Party by the United States Patent & Trademark Office on April 6, 2007 at Reel 003517, Frame 0214.

The Secured Party represents and warrants that: (i) it has the full power and authority to execute this Assignment of Security Interest in Trademarks; and (ii) it has not assigned, transferred, restricted or otherwise encumbered its rights under the Trademark Security Agreement.

The Secured Party shall, at Successor Agent's sole cost and expense, take all further actions, and provide to Successor Agent, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Successor Agent to more fully and effectively effectuate the purposes of this assignment. The Secured Party hereby authorizes Successor Agent, or Successor Agent's designee, to prepare and file any other documents as may be required to assign the Secured Party's interest in any Trademark Collateral.

(signature page follows)

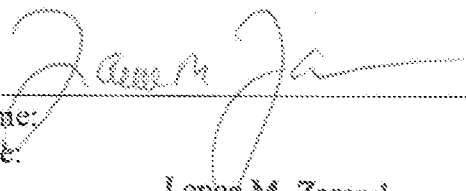
IN WITNESS WHEREOF, the Secured Party has caused this Assignment of Security Interest in Trademarks to be executed by one of its duly authorized officers on this 23 day of October, 2012.

CIT LENDING SERVICES CORPORATION,
as Agent

By: _____

Name:

Title:


Lance M. Zaremba
Authorized Signatory

[SIGNATURE PAGE TO ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
REEL: 004887 FRAME: 0417

SCHEDULE I
to
ASSIGNMENT OF SECURITY INTEREST
(TRADEMARKS)

Total properties: 1

1	Serial #: 28928138	Filing Dt: 09/14/2006	Reg #: 3312685	Reg. Dt: 10/16/2007
	Mark: EMC PARADIGM			