

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
Delta Education, LLC		01/31/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bayside Finance LLC, as Agent
Street Address:	600 Fifth Avenue, 24th Floor
Internal Address:	c/o Capital Finance Inc.
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	2343563	BASE TEN FRIES
Registration Number:	1907146	BECAUSE CHILDREN LEARN BY DOING
Registration Number:	2368405	DECIMAL DOG
Registration Number:	2837853	DECIMAL DOG
Registration Number:	2923833	DELTA CIRCUITWORKS
Registration Number:	2812356	DELTA EDUCATION
Registration Number:	2374672	DELTA EDUCATION & DESIGN
Registration Number:	2343043	DELTA EDUCATION
Registration Number:	3797720	DELTA EDUCATION
Registration Number:	1783147	DELTA EDUCATION SCIS 3
Registration Number:	3706026	DELTA SCIENCE CONTENT READERS
Registration Number:	3063278	DELTA SCIENCE FIRST READERS
Registration Number:	2844301	DELTA SCIENCE MODULE

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Registration Number:	3229760	DELTA SCIENCE READERS
Registration Number:	3835810	DELTA SCIENCE RESOURCE SERVICE
Registration Number:	2458617	DIAL-A-DIGIT
Registration Number:	2458616	DIAL-A-DOLLAR
Registration Number:	2462810	DIAL-A-FRACTION
Registration Number:	2509886	DIAL-A-PATTERN
Registration Number:	2456424	DIAL-A-TIME
Registration Number:	2509888	DIAL-A-TRIAL
Registration Number:	2509887	DIAL-A-VOLUME
Registration Number:	3100515	DOTCAR
Serial Number:	85352961	DSM THIRD EDITION
Registration Number:	1877608	FAST FOOD FOR THOUGHT
Registration Number:	2755799	FRACTION BURGER
Registration Number:	2462811	FRACTIONOES
Registration Number:	3010435	GETTING STARTED WITH MANIPULATIVES
Registration Number:	3475563	HEXAGONOES
Registration Number:	4109628	INQUIRY INVESTIGATIONS
Registration Number:	2458341	MATH IN A NUTSHELL
Registration Number:	2605461	MATH TUNE-UPS
Registration Number:	2552466	NEO/BLOOD
Registration Number:	2460125	NEO/LAB
Registration Number:	2451571	NEO/RESOURCE
Registration Number:	3696397	NEO/SCI
Registration Number:	2451570	NEO/SLIDE
Registration Number:	2370886	SCIENCE IN A NUTSHELL
Registration Number:	2502701	SCIENCE VIEW
Registration Number:	2599179	DIAL-A-SHAPE
Registration Number:	2599178	DIAL-A-VARIABLE
Registration Number:	2048906	S.P.I.R.E.

CORRESPONDENCE DATA

Fax Number: 2128721002

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

Phone: 2128362264

Email: pgunn@akingump.com

TRADEMARK
REEL: 004958 FRAME: 0598

Correspondent Name: Patricia Gunn, c/o Akin Gump
Address Line 1: One Bryant Park
Address Line 4: New York, NEW YORK 10036-6745

ATTORNEY DOCKET NUMBER: 687732.0004

NAME OF SUBMITTER: Patricia Gunn

Signature: /s/ Patricia Gunn

Date: 02/08/2013

Total Attachments: 6
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, DELTA EDUCATION, LLC, a Delaware limited liability company ("**Grantor**"), owns, and may in the future adopt and use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into a Senior Secured Super Priority Debtor-in-Possession Credit Agreement, dated as of January 31, 2013 (as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**" with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**") and Bayside Finance LLC, as Agent for Lenders (in such capacity, "**Agent**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to make post-petition loans and advances and provide other financial accommodations to the Borrowers thereunder; and

WHEREAS, pursuant to the terms of a Security and Pledge Agreement, dated as of January 31, 2013 (as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the "**Security and Pledge Agreement**"), among Grantor, Agent and the other grantors named therein, Grantor has created in favor of Agent, for the benefit of Secured Parties, a security interest in, and Agent has become a secured creditor with respect to, the Trademark Collateral. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security and Pledge Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security and Pledge Agreement, to evidence further the security interest granted by Grantor to Agent pursuant to the Security and Pledge Agreement, Grantor hereby grants to Agent, for the benefit of Secured Parties, a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (including the right to sue in the name of Grantor or in the name of Agent or Lenders for past, present and future infringements)(but in no event any of the obligations) in and to the

Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and


(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security and Pledge Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto.

DELTA EDUCATION, LLC

By: 
Name: _____
Title: _____

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT (Bayside)
Delta Education, LLC
United States

Mark	Reg. No.	App. No.	Reg. Date	Filing Date
BASE TEN FRIES	2343563		18-Apr-2000	
BECAUSE CHILDREN LEARN BY DOING	1907146		25-Jul-1995	
DECIMAL DOG	2368405		18-Jul-2000	
DECIMAL DOG	2837853		04-May-2004	
DELTA CIRCUITWORKS	2923833		01-Feb-2005	
DELTA EDUCATION	2812356		10-Feb-2004	
DELTA EDUCATION & Design	2374672		08-Aug-2000	
DELTA EDUCATION & Design	2343043		18-Apr-2000	
DELTA EDUCATION & Design	3797720	78/949,706	01-Jun-2010	10-Aug-2006
DELTA EDUCATION SCIS 3 & Design	1783147		20-Jul-1993	
DELTA SCIENCE CONTENT READERS	3706026	77/374,898	03-Nov-2009	18-Jan-2008
DELTA SCIENCE FIRST READERS	3063278	78/579,490	28-Feb-2006	03-Mar-2005
DELTA SCIENCE MODULE	2844301		25-May-2004	
DELTA SCIENCE READERS	3229760	78/909,268	17-Apr-2007	15-Jun-2006
DELTA SCIENCE RESOURCE SERVICE	3835810	77/624,467	17-Aug-2010	02-Dec-2008
DIAL-A-DIGIT	2458617		05-Jun-2001	
DIAL-A-DOLLAR	2458616		05-Jun-2001	
DIAL-A-FRACTION	2462810		19-Jun-2001	
DIAL-A-PATTERN	2509886		20-Nov-2001	
DIAL-A-TIME	2456424		29-May-2001	

Mark	Reg. No.	App. No.	Reg. Date	Filing Date
DIAL-A-TRIAL	2509888		20-Nov-2001	
DIAL-A-VOLUME	2509887		20-Nov-2001	
DOTCAR	3100515	78/628,430	06-Jun-2006	12-May-2005
DSM THIRD EDITION		85/352,961		22-Jun-2011
FAST FOOD FOR THOUGHT	1877608		07-Feb-1995	
FRACTION BURGER	2755799		26-Aug-2003	
FRACTIONOES	2462811		19-Jun-2001	
GETTING STARTED WITH MANIPULATIVES (Stylized)	3010435	76/613,053	01-Nov-2005	20-Sep-2004
HEXAGONOES	3475563	77/339,063	29-Jul-2008	28-Nov-2007
INQUIRY INVESTIGATIONS	4109628	85/078,862	06-Mar-2012	06-Jul-2010
MATH IN A NUTSHELL	2458341		05-Jun-2001	
MATH TUNE-UPS	2605461		06-Aug-2002	
NEO/BLOOD	2552466		26-Mar-2002	
NEO/LAB	2460125		12-Jun-2001	
NEO/RESOURCE	2451571		15-May-2001	
NEO/SCI	3696397	77/291,723	13-Oct-2009	28-Sep-2007
NEO/SLIDE	2451570		15-May-2001	
SCIENCE IN A NUTSHELL	2370886		25-Jul-2000	
SCIENCE VIEW	2502701		30-Oct-2001	
DIAL-A-SHAPE	2599179		23-Jul-2002	
DIAL-A-VARIABLE	2599178		23-Jul-2002	
S.P.I.R.E. (SPIRE)	2048906		01-Apr-1997	

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT (Bayside)
Delta Education, LLC
Canada

Mark	Reg. No.	App. No.	Reg. Date	Filing Date
DELTA EDUCATION & Design	TMA733131	1334846	26-Jan-2009	02-Jun-2008
DELTA SCIENCE READERS	TMA746955	1319222	03-Sep-2009	06-Oct-2006
INQUIRY INVESTIGATIONS & Design	826611	1508615	19-Jun-2012	20-Dec-2010
DOTCAR	TMA698601			16-Oct-2007