

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
Sylvan Learning, Inc.		04/04/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Guggenheim Corporate Funding, LLC
Street Address:	330 Madison Avenue, 10th Floor
Internal Address:	Attn: Kaitlin Trinh
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 74**

Property Type	Number	Word Mark
Registration Number:	1330154	SYLVAN LEARNING CENTER
Registration Number:	1410891	SYLVAN
Registration Number:	1786045	SYLVAN LEARNING SYSTEMS
Registration Number:	1812607	SYLVAN STUDY POWER
Registration Number:	2134672	SUCCESSFUL STUDENT
Registration Number:	2156097	SYLVAN SKILLS ASSESSMENT
Registration Number:	2553024	BOOK ADVENTURE
Registration Number:	2572252	ADVANCED YOUTH SCHOLAR PROGRAM
Registration Number:	2716440	SYLVAN ADVANTAGE
Registration Number:	2748188	MATH ESSENTIALS
Registration Number:	2880180	SYLVAN LEARNING CENTER
Registration Number:	2894998	BAILEY BOOKMARK
Registration Number:	2894999	REX READER

CH \$1865.00 1330154

Registration Number:	3253498	PREPERMINTS
Registration Number:	3292721	SYLVAN IN HOME TUTORING
Registration Number:	3392255	ACE IT!
Registration Number:	3402237	ACE IT! TUTORING
Registration Number:	3403947	SOLUTIONSPUS
Registration Number:	3411931	SYLVAN ONLINE
Registration Number:	3529274	PREPERMINTS
Registration Number:	3584877	
Registration Number:	3628814	SYLVAN LEARNING
Registration Number:	3726693	SYLVAN LEARNING
Registration Number:	3726694	SYLVAN LEARNING
Registration Number:	3732803	SYLVAN LEARNING
Registration Number:	3735313	SYLVAN LEARNING
Registration Number:	3750780	MOTIVATION STATION
Registration Number:	3773786	SCHOOLMATHPREP
Registration Number:	3805930	SYLVANMATHPREP.COM
Registration Number:	3805931	SYLVANMATHPREP
Registration Number:	3805932	SCHOOLMATHPREP.COM
Registration Number:	3829671	SYLVAN LEARNING
Registration Number:	4040797	SYLVANTESTPREP
Registration Number:	4047975	SYLVANTESTPREP.COM
Registration Number:	4207495	FIT4ALGEBRA
Registration Number:	4207498	FIT4ALGEBRA
Registration Number:	4214232	ALGEBRA SPOKEN HERE
Registration Number:	4214233	ALGEBRA SPOKEN HERE
Registration Number:	4214234	ALGEBRA SPOKEN HERE
Registration Number:	4227443	SYLVAN INSIGHT
Registration Number:	4243024	ALGEBR METER
Registration Number:	4272367	SYLVAN
Serial Number:	85129286	SHELLEY STORY
Serial Number:	85146295	PREP YOUR WAY!
Serial Number:	85181175	TUTORING 2.0
Serial Number:	85181181	TUTORING 3.0
Serial Number:	85181194	TUTORING 4.0
Serial Number:	85181204	TUTORING 2.0 BY SYLVAN

	85383867	ALGEBROMETER
Serial Number:	85400198	SYLVANSYNC
Serial Number:	85400244	SYLVANSYNC
Serial Number:	85400268	SYLVANSYNC
Serial Number:	85442873	SYLVAN COLLEGE COUNSELOR
Serial Number:	85467948	SYLVAN LEARNING CENTER
Serial Number:	85635610	MYSYLVAN
Serial Number:	85662843	SYLVAN LEARNING
Serial Number:	85663761	MY SYLVAN
Serial Number:	85783935	LEARNING SHOULD BE PERSONAL
Serial Number:	85783946	LEARNING SHOULD BE PERSONAL
Serial Number:	85783956	LEARNING SHOULD BE PERSONAL
Serial Number:	85786506	LEARNING SHOULD BE PERSONAL. AT SYLVAN, IT IS.
Serial Number:	85786509	WE MAKE LEARNING PERSONAL
Serial Number:	85786512	LEARNING IS PERSONAL
Serial Number:	85786514	WHERE LEARNING IS PERSONAL
Serial Number:	85786518	MAKING LEARNING PERSONAL
Serial Number:	85786519	BECAUSE LEARNING SHOULD BE PERSONAL
Serial Number:	85786522	THE POWER OF PERSONAL LEARNING
Serial Number:	85786523	DISCOVER PERSONAL LEARNING
Serial Number:	85786525	PERSONAL LEARNING AT ITS BEST
Serial Number:	85786528	PERSONAL LEARNING, NEW POSSIBILITIES
Serial Number:	85786530	THE POWER OF PERSONAL LEARNING - THE POWER OF NEW POSSIBILITIES
Serial Number:	85863130	WHAT DID YOU LEARN TODAY?
Serial Number:	85866293	SYLVANPREP
Serial Number:	85866303	SYLVANPREP

**CORRESPONDENCE DATA**

Fax Number: 3125270484

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

Phone: (312) 840-7860

Email: CHGOIP@jenner.com

Correspondent Name: Mariann R. Murphy

Address Line 1: 353 N. Clark Street

Address Line 2: Jenner & Block LLP

Address Line 4: Chicago, ILLINOIS 60654-3456

**TRADEMARK**

**REEL: 004997 FRAME: 0811**

	48303-10200
<b>NAME OF SUBMITTER:</b>	Mariann R. Murphy
<b>Signature:</b>	/Mariann R. Murphy/
<b>Date:</b>	04/04/2013
<b>Total Attachments: 8</b> source=Trademark Grant - Sylvan Learning#page1.tif source=Trademark Grant - Sylvan Learning#page2.tif source=Trademark Grant - Sylvan Learning#page3.tif source=Trademark Grant - Sylvan Learning#page4.tif source=Trademark Grant - Sylvan Learning#page5.tif source=Trademark Grant - Sylvan Learning#page6.tif source=Trademark Grant - Sylvan Learning#page7.tif source=Trademark Grant - Sylvan Learning#page8.tif	

GRANT OF  
SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of April 4, 2013, by SYLVAN LEARNING, INC., a Delaware corporation (the "Grantor"), in favor of GUGGENHEIM CORPORATE FUNDING, LLC, a Delaware limited liability company, as Collateral Agent (together with its successors and assigns in such capacity, the "Agent") for itself, for the Administrative Agent (as defined below) and for other financial institutions (the "Lenders") party to the Credit Agreement, dated as of April 4, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among EDGE ACQUISITION, LLC, a Delaware limited liability company ("Holdings"), EDUCATE, INC., a Delaware corporation (the "Educate"), LEARNING SYSTEM OF THE FUTURE, INC., a Delaware corporation ("LSF"), EDUCATE CORPORATE CENTERS HOLDINGS, INC., a Delaware corporation ("ECCH," Educate, LSF and ECCH, collectively, the "Borrowers" and each, individually, a "Borrower"), certain subsidiaries of the Borrowers, the Lenders, GUGGENHEIM CORPORATE FUNDING, LLC, as administrative agent (the "Administrative Agent") and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans (as defined in the Credit Agreement) and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor, Holdings, the Borrowers and certain subsidiaries of the Borrowers have executed and delivered a Pledge and Security Agreement, dated as of April 4, 2013 (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Pledge and Security Agreement");

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the other Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks (as defined below); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Pledge and Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants to the Agent, for its benefit and for the ratable benefit of the other Secured Parties, a continuing security interest in the Trademarks (including, without limitation, those items listed on Schedule

A hereto) now owned or at any time hereafter acquired by such Grantor in which such Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security to secure prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent, for its benefit and for the ratable benefit of the other Secured Parties in connection with the Pledge and Security Agreement and is expressly subject to the terms and conditions thereof. The Pledge and Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

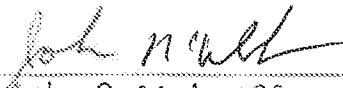
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Pledge and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date first above written.

SYLVAN LEARNING, INC.  
as Grantor

By:   
Name: John C. Metcalfe  
Title: CEO, Treasurer, and Assistant Secretary

GUGGENHEIM CORPORATE FUNDING, LLC  
as Collateral Agent for the Secured Parties

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date first above written.

SYLVAN LEARNING, INC.  
as Grantor

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

GUGGENHEIM CORPORATE FUNDING, LLC  
as Collateral Agent for the Secured Parties

By: WRH  
Name:  
Title: William Hagner  
Senior Managing Director



ACKNOWLEDGMENT OF GRANTOR

STATE OF Maryland )  
COUNTY OF Baltimore City ) ss

John M. Mullen day of March, 2013, before me personally John M. Mullen who is personally known to me to be the Assistant Secretary of SYLVAN LEARNING, INC. a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Assistant Secretary in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Valerie D. Price

Notary Public

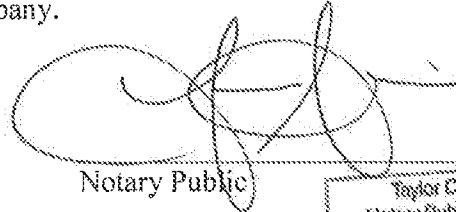
Commercial expires on June 15, 2014

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF NY )  
 ) ss  
COUNTY OF NY )

On the <sup>April</sup>~~3rd~~ day of ~~March~~, 2013, before me personally came William Hagner, who is personally known to me to be the CEO of GUGGENHEIM CORPORATE FUNDING, LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the CEO in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by such limited liability company; and that she/he acknowledged said instrument to be the free act and deed of said limited liability company.



Notary Public

Taylor Christian Simpson  
Notary Public State Of New York  
New York County  
Lic. #0167026-0002  
Commission Expires January 17, 2018

(PLACE STAMP AND SEAL ABOVE)

**SCHEDULE A****U.S. Trademarks**

<b><u>Title</u></b>	<b><u>Registration Number</u></b>	<b><u>Registered Date</u></b>
SYLVAN LEARNING CENTER	1,330,154	04/09/1985
SYLVAN	1,410,891	09/23/1986
SYLVAN LEARNING SYSTEMS	1,786,045	08/03/1993
SYLVAN STUDY POWER	1,812,607	12/21/1993
SUCCESSFUL STUDENT	2,134,672	02/03/1998
SYLVAN SKILLS ASSESSMENT	2,156,097	05/12/1998
BOOK ADVENTURE	2,553,024	03/26/2002
ADVANCED YOUTH SCHOLAR PROGRAM	2,572,252	05/21/2002
SYLVAN ADVANTAGE	2,716,440	05/13/2003
MATH ESSENTIALS	2,748,188	08/05/2003
SYLVAN LEARNING CENTER	2,880,180	08/31/2004
BAILEY BOOKMARK	2,894,998	10/19/2004
REX READER	2,894,999	10/19/2004
PREPERMINTS	3,253,498	06/19/2007
SYLVAN IN HOME TUTORING	3,292,721	09/18/2007
ACE IT!	3,392,255	03/04/2008
ACE IT! TUTORING	3,402,237	03/25/2008
SOLUTIONSPUS	3,403,947	04/01/2008
SYLVAN ONLINE	3,411,931	04/15/2008
PREPERMINTS	3,529,274	11/04/2008
Miscellaneous Design	3,584,877	03/03/2009
SYLVAN LEARNING and Design	3,628,814	05/26/2009
SYLVAN LEARNING and Design	3,726,693	12/15/2009
SYLVAN LEARNING and Design	3,726,694	12/15/2009
SYLVAN LEARNING	3,732,803	12/29/2009
SYLVAN LEARNING and Design	3,735,313	01/05/2010
MOTIVATION STATION	3,750,780	02/16/2010
SCHOOLMATHPREP	3,773,786	04/06/2010
SYLVANMATHPREP.COM and Design	3,805,930	06/22/2010
SYLVANMATHPREP	3,805,931	06/22/2010
SCHOOLMATHPREP.COM and Design	3,805,932	06/22/2010
SYLVAN LEARNING (Stylized)	3,829,671	08/03/2010
SYLVANTESTPREP	4,040,797	10/18/2011
SYLVANTESTPREP.COM and Design	4,047,975	11/01/2011
FIT4ALGEBRA	4,207,495	09/11/2012
FIT4ALGEBRA and Design	4,207,498	09/11/2012
ALGEBRA SPOKEN HERE	4,214,232	09/25/2012

ALGEBRA SPOKEN HERE and Design	4,214,233	09/25/2012
ALGEBRA SPOKEN HERE and Design	4,214,234	09/25/2012
SYLVAN INSIGHT	4,227,443	10/16/2012
ALGEBR METER and Design	4,243,024	11/13/2012
SYLVAN	4,272,367	01/08/2013

U.S. Trademarks Pending

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
SHELLEY STORY	85/129,286	09/14/2010
PREP YOUR WAY!	85/146,295	10/06/2010
TUTORING 2.0	85/181,175	11/19/2010
TUTORING 3.0	85/181,181	11/19/2010
TUTORING 4.0	85/181,194	11/19/2010
TUTORING 2.0 BY SYLVAN	85/181,204	11/19/2010
ALGEBROMETER	85/383,867	07/28/2011
SYLVANSYNC	85/400,198	08/17/2011
SYLVANSYNC	85/400,244	08/17/2011
SYLVANSYNC	85/400,268	08/17/2011
SYLVAN COLLEGE COUNSELOR	85/442,873	10/09/2011
SYLVAN LEARNING CENTER	85/467,948	11/09/2011
MYSYLVAN	85/635,610	05/25/2012
SYLVAN LEARNING and Design	85/662,843	06/27/2012
MY SYLVAN and Design	85/663,761	06/28/2012
LEARNING SHOULD BE PERSONAL	85/783,935	11/20/2012
LEARNING SHOULD BE PERSONAL	85/783,946	11/20/2012
LEARNING SHOULD BE PERSONAL	85/783,956	11/20/2012
LEARNING SHOULD BE PERSONAL. AT SYLVAN, IT IS.	85/786,506	11/25/2012
WE MAKE LEARNING PERSONAL	85/786,509	11/25/2012
LEARNING IS PERSONAL	85/786,512	11/25/2012
WHERE LEARNING IS PERSONAL	85/786,514	11/25/2012
MAKING LEARNING PERSONAL	85/786,518	11/25/2012
BECAUSE LEARNING SHOULD BE PERSONAL	85/786,519	11/25/2012
THE POWER OF PERSONAL LEARNING	85/786,522	11/25/2012
DISCOVER PERSONAL LEARNING	85/786,523	11/25/2012
PERSONAL LEARNING AT ITS BEST	85/786,525	11/25/2012
PERSONAL LEARNING, NEW POSSIBILITIES	85/786,528	11/25/2012
THE POWER OF PERSONAL LEARNING – THE POWER OF NEW POSSIBILITIES	85/786,530	11/25/2012
WHAT DID YOU LEARN TODAY?	85/863,130	02/28/2013
SYLVANPREP	85/866,293	03/04/2013
SYLVANPREP (Stylized)	85/866,303	03/04/2013