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
Educate Operating Company, LLC		04/04/2013	LIMITED LIABILITY COMPANY: 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: 3

Property Type	Number	Word Mark
Registration Number:	3066884	INTERNET STRATEGY GROUP
Registration Number:	3097125	.ISG
Registration Number:	3097126	.ISG <INTERNET STRATEGY GROUP>

CH $90.00 3066884

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

ATTORNEY DOCKET NUMBER:	48303-10200

NAME OF SUBMITTER:	Mariann R. Murphy
Signature:	/Mariann R. Murphy/
Date:	04/04/2013

Total Attachments: 7
source=Trademark Grant - Educate Operating#page1.tif
source=Trademark Grant - Educate Operating#page2.tif
source=Trademark Grant - Educate Operating#page3.tif
source=Trademark Grant - Educate Operating#page4.tif
source=Trademark Grant - Educate Operating#page5.tif
source=Trademark Grant - Educate Operating#page6.tif
source=Trademark Grant - Educate Operating#page7.tif

GRANT OF
SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of April 4, 2013, by EDUCATE OPERATING COMPANY, LLC, a Delaware limited liability company (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

TRADEMARK
REEL: 004998 FRAME: 0581

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.

EDUCATE OPERATING COMPANY, LLC
as Grantor

By: _____
Name: John C. McAuliffe
Title: CFO, 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.

EDUCATE OPERATING COMPANY, LLC
as Grantor

By:_____
Name:
Title:

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

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

ACKNOWLEDGMENT OF GRANTOR

STATE OF Maryland)
) ss
COUNTY OF Baltimore City)

On the 29th day of March, 2013, before me personally came [illegible], who is personally known to me to be the CFO/Treasurer/Assistant Secretary of EDUCATE OPERATING COMPANY, LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the CFO/Treasurer/Assistant Secretary 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 the Managing Member of such limited liability company; and that she/he acknowledged said instrument to be the free act and deed of said limited liability company.

Valerie D Price
Notary Public
Commission expires on June 15 2014

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF NY)
) ss
COUNTY OF NY)

On the 3rd day of ~~March,~~ April 2013, before me personally came William Hagner, who is personally known to me to be the SVP of GUGGENHEIM CORPORATE FUNDING, LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the SVP 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 Stimpson
Notary Public State Of New York
New York County
Lic. #01ST6254652
Commission Expires January 17, 2018

(PLACE STAMP AND SEAL ABOVE)

TRADEMARK
REEL: 004998 FRAME: 0586

SCHEDULE A

U.S. Trademarks

Title	Registration Number	Registered Date
INTERNET STRATEGY GROUP	3,066,884	03/07/2006
.ISG (Stylized)	3,097,125	05/30/2006
.ISG < INTERNET STRATEGY GROUP> (Stylized)	3,097,126	05/30/2006