

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Aleks Corporation		08/01/2013	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Shareholder Representative Services LLC
<b>Street Address:</b>	1614 15th Street
<b>Internal Address:</b>	Suite 200
<b>City:</b>	Denver
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80202
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: COLORADO

<b>PROPERTY NUMBERS Total: 6</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2391685	ALEKS
Registration Number:	2461206	ALEKS
Registration Number:	3662457	ALEKS
Registration Number:	2452773	
Registration Number:	3521897	+ - x ÷
Registration Number:	3463743	QUICKTABLES

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	2165790212
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	216-586-3939
<b>Email:</b>	ladelong@jonesday.com, pcyngier@jonesday.com
<b>Correspondent Name:</b>	Laura A. DeLong
<b>Address Line 1:</b>	901 Lakeside Avenue
<b>Address Line 2:</b>	JONES DAY

CH \$165.00 2391685

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 150162-600001 - ALEKS

NAME OF SUBMITTER: Laura A. DeLong

Signature: /Laura A. DeLong/

Date: 08/08/2013

**Total Attachments: 5**

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## Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT, dated as of August 1, 2013 (this "Agreement"), made by ALEKS CORPORATION, a Delaware corporation (the "Pledgor"), in favor of SHAREHOLDER REPRESENTATIVE SERVICES LLC, a Colorado limited liability company, as Secured Party (as defined below) (solely in its capacity as the Stockholders' Representative).

Reference is made to the Security Agreement, dated as of August 1, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between the Pledgor and Shareholder Representative Services LLC, as secured party (the "Secured Party"). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.02 of the Security Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment in full of the Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, grant to the Secured Party a security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "IP Collateral"):

All United States registered trademarks and trademark applications listed on Schedule I, provided, however, that the IP Collateral shall not include any intent-to-use United States trademark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office.

SECTION 3. *Security Agreement.* The security interests granted to the Secured Party herein are granted in furtherance, and not in limitation of, the security interests granted to the Secured Party pursuant to the Security Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of

which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ALEKS CORPORATION,  
as Pledgor

By: 

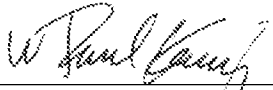
Name: Patrick Milano

Title: Executive Vice President,  
Chief Financial Officer and  
Chief Administrative Officer



[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005087 FRAME: 0449**

SHAREHOLDER REPRESENTATIVE  
SERVICES LLC (solely in its capacity as  
the Stockholders' Representative),  
as Secured Party

By:   
Name: W. Paul Koenig  
Title: Managing Director

Schedule I

Mark	Country	Serial No.	Filing Date
ALEKS	United States	2391685	10/03/00
ALEKS	United States	2461206	06/19/01
ALEKS	United States	3662457	08/04/09
MISCELLANEOUS DESIGN (moose design)  	United States	2452773	05/22/01
MISCELLANEOUS DESIGN (+ - x ÷ logo)  	United States	3521897	10/21/08
QUICKTABLES	United States	3463743	07/08/08