

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
Learners Edge, LLC		09/27/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Avante Mezzanine Partners SBIC, L.P.		
Street Address:	11150 Santa Monica Blvd.		
Internal Address:	Suite 1470		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3417686	FOUNDED BY TEACHERS. DEDICATED TO LEARNI	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Email:	tadmin@choate.com		
Correspondent Name:	Elizabeth A. Walker		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2010272-0003		
NAME OF SUBMITTER:	Elizabeth A. Walker		
Signature:	/Elizabeth A. Walker/		

OP \$40.00 3417686

Date:

09/27/2013

Total Attachments: 4

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GRANT OF SECURITY INTEREST
IN TRADEMARKS

September 27, 2013

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, LEARNERS EDGE, LLC, a Delaware limited liability company having its principal place of business and chief executive office at 10523/10527 165th Street W., Lakeville, Minnesota (the "Grantor"), hereby grants for the benefit of AVANTE MEZZANINE PARTNERS SBIC, L.P. ("Avante Investors") and each other holder of the Secured Obligations (Avante Investors and such other holders are hereinafter referred to collectively as the "Secured Parties" and each, individually, as a "Secured Party") a continuing security interest in and lien upon the following (except as such may be considered Excluded Property under the Security Agreement): (i) all of such Grantor's right, title and interest in, to and under the trademarks, service marks, trademark registrations, and service mark registrations set forth on Schedule A attached hereto (collectively, the "Marks"); (ii) all proceeds and products of the Marks; (iii) the goodwill of the businesses with which the Marks are associated; and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Grant") has been granted in conjunction with the security interest granted to the Secured Parties under the Security and Pledge Agreement by and among the Grantor and Secured Parties, dated as of September 27, 2013 (as amended, restated, supplemented and/or modified from time to time, the "Security Agreement"). Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

This Grant is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor. The rights and remedies of the Secured Parties with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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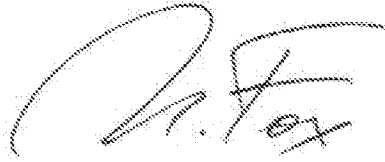
IN WITNESS WHEREOF, the Grantor and the Secured Parties have caused this GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered by their duly authorized officers as of the date first above written.

LEARNERS EDGE, LLC

By: Joseph J. Cotter
Name: Joseph J. Cotter
Title: Chief Executive Officer

[Signature Page to Grant of Security Interest in Trademarks]

AVANTE MEZZANINE PARTNERS SBIC, L.P.

A handwritten signature in black ink, appearing to read 'N. Fox', written over a horizontal line.

By: _____
Natasha V. Fox, Partner

[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005119 FRAME: 0254

SCHEDULE A

<u>Trademark</u>	<u>Status</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Founded by teachers. Dedicated to learning.	Registered	3417686	04/29/08

Schedule A to Grant of Security Interest in Trademarks