

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
CompassLearning, Inc.		11/26/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Montreal, as Administrative Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	a Canadian Chartered Bank acting through its Chicago branch: CANADA

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	2968115	BRAIN BUZZERS
Registration Number:	3550865	CLOSING THE ACHIEVEMENT GAP
Registration Number:	2053034	COMPASS
Registration Number:	2656902	COMPASSLEARNING
Registration Number:	2636212	COMPASSLEARNING
Registration Number:	2654747	COMPASSLEARNING
Registration Number:	2640277	COMPASSLEARNING
Registration Number:	2592385	COMPASSLEARNING
Registration Number:	2586070	COMPASSLEARNING
Registration Number:	4091834	COMPASSLEARNING IMPACT TEACHER ACADEMY
Registration Number:	2800981	COMPASSLEARNING ODYSSEY
Registration Number:	2725691	COMPASSLEARNING ODYSSEY
Registration Number:	2728031	COMPASSLEARNING ODYSSEY
Registration Number:	4010848	CRITICAL MISTAKES FRAMEWORK

CH \$790.00 2968115

Registration Number:	1923500	CUENTOS DE COQUI
Registration Number:	3550864	DIFFERENTIATION ENGINE
Registration Number:	1765662	HARTLEY
Registration Number:	4215121	MINDKEEPERS
Registration Number:	3550863	PROVEN DIFFERENTIATION
Registration Number:	3638756	PSP
Registration Number:	3285949	RENZULLI
Registration Number:	4352852	RENZULLI LEARNING
Registration Number:	4097927	RENZULLI LESSON LIBRARY
Registration Number:	3667544	RENZULLI NEXT-BOOK
Registration Number:	4216693	RENZULLI PROFILER
Registration Number:	3620427	RENZULLI SCOREBOOSTER
Registration Number:	2813730	
Registration Number:	2813729	
Registration Number:	2663822	
Registration Number:	2592387	
Registration Number:	2579671	

CORRESPONDENCE DATA

Fax Number: 3129021061
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207545-49
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	11/26/2013

Total Attachments: 5
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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of November 26, 2013, by COMPASSLEARNING, INC., a Delaware corporation ("Grantor"), in favor of BANK OF MONTREAL, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and permitted assigns in such capacity, "Grantee").

WHEREAS, the Grantor owns the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated November 26, 2013 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks, including the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the U.S. Patent and Trademark Office.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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 Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the

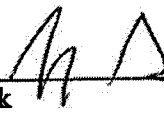
same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

COMPASSLEARNING, INC.

By: _____
Name: Jonah Sulak
Title: Secretary






Trademark Security Agreement

TRADEMARK
REEL: 005161 FRAME: 0011

SCHEDULE A TO GRANT OF A SECURITY INTEREST -- TRADEMARKS

REGISTERED TRADEMARKS

Word Mark	Serial Number	Filing Date	Reg. Number	Reg. Date	Owner
BRAIN BUZZERS	78161958	9/9/2002	2968115	7/12/2005	CompassLearning Inc.
CLOSING THE ACHIEVEMENT GAP	77143500	3/29/2007	3550865	12/23/2008	CompassLearning Inc.
COMPASS	74439993	9/24/1993	2053034	4/15/1997	Compass Learning Inc.
COMPASSLEARNING	75907689	2/1/2000	2656902	12/3/2002	CompassLearning Inc.
COMPASSLEARNING	75907685	2/1/2000	2636212	10/15/2002	CompassLearning Inc.
COMPASSLEARNING	75907193	2/1/2000	2654747	11/26/2002	CompassLearning Inc.
COMPASSLEARNING	75907593	2/1/2000	2640277	10/22/2002	CompassLearning Inc.
COMPASSLEARNING	75907235	2/1/2000	2592385	7/9/2002	CompassLearning Inc.
COMPASSLEARNING	75907796	2/1/2000	2586070	6/25/2002	CompassLearning Inc.
COMPASSLEARNING IMPACT TEACHER ACADEMY	85097840	8/2/2010	4091834	1/24/2012	CompassLearning Inc.
COMPASSLEARNING ODYSSEY	76352672	12/21/2001	2800981	12/30/2003	CompassLearning Inc.
COMPASSLEARNING ODYSSEY	76351637	12/21/2001	2725691	6/10/2003	CompassLearning Inc.
COMPASSLEARNING ODYSSEY	76351638	12/21/2001	2728031	6/17/2003	CompassLearning Inc.
CRITICAL MISTAKES FRAMEWORK	77899827	12/23/2009	4010848	8/16/2011	CompassLearning Inc.
CUENTOS DE COQUI	74592365	10/31/1994	1923500	10/3/1995	CompassLearning Inc.
DIFFERENTIATION ENGINE	77143482	3/29/2007	3550864	12/23/2008	CompassLearning Inc.
HARTLEY	74257129	3/19/1992	1765662	4/20/1993	CompassLearning Inc.
MINDKEEPERS	85360556	6/30/2011	4215121	9/25/2012	CompassLearning Inc.
PROVEN DIFFERENTIATION	77143462	3/29/2007	3550863	12/23/2008	CompassLearning Inc.
PSP	77611888	11/11/2008	3638756	6/16/2009	CompassLearning Inc.
RENZULLI	78845359	3/24/2006	3285949	8/28/2007	CompassLearning Inc.
RENZULLI LEARNING	85675161	7/12/2012	4352852	6/18/2013	CompassLearning Inc.
RENZULLI LESSON LIBRARY	85183869	11/23/2010	4097927	2/14/2012	CompassLearning Inc.
RENZULLI NEXT-BOOK	77467634	5/7/2008	3667544	8/11/20009	CompassLearning Inc.
RENZULLI PROFILER	85457894	10/27/2011	4216693	10/2/2012	CompassLearning Inc.
RENZULLI SCOREBOOSTER	77387792	2/4/2008	3620427	5/12/2009	CompassLearning Inc.
Design Only					
	76373002	2/19/2002	2813730	2/10/2004	CompassLearning Inc.
Design Only					
	76373000	2/19/2002	2813729	2/10/2004	CompassLearning Inc.
Design Only					
	75907687	2/1/2000	2663822	12/17/2002	CompassLearning Inc.

Word Mark	Serial Number	Filing Date	Reg. Number	Reg. Date	Owner
					
Design Only 	75907686	2/1/2000	2592387	7/9/2002	CompassLearning Inc.
Design Only 	75907422	2/1/2000	2579671	6/11/2002	CompassLearning Inc.