

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
Educational Resources, Inc.		01/31/2014	CORPORATION: KANSAS

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	86110478	STREAM TRACK LEARNING SYSTEM

CORRESPONDENCE DATA

Fax Number: 3129939767
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312/876-7628
 Email: linda.kastner@lw.com
 Correspondent Name: Linda R. Kastner, c/o Latham & Watkins
 Address Line 1: 233 S. Wacker Drive
 Address Line 2: Suite 5800
 Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Linda Kastner
Signature:	/lk/
Date:	02/03/2014

OP \$40.00 86110478

Total Attachments: 5

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Trademark Security Agreement

Trademark Security Agreement, dated as of January 31, 2014 by EDUCATIONAL RESOURCES, INC. (the "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as agent pursuant to the Credit Agreement (in such capacity, the "Agent").

WITNESSETH:

Whereas, the Grantor is a party to a Guaranty and Security Agreement dated as of December 6, 2010 (the "Security Agreement") in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

Now, therefore, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

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

Very truly yours,

EDUCATIONAL RESOURCES, INC.

By: 

Name: William J. Aliber


Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005206 FRAME: 0519

AGREED TO AND ACCEPTED:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 

Name: ~~Lofton D. Spencer~~

Title: **Duly Authorized Signatory**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

<u>Name of Mark</u>	<u>Grantor</u>	<u>Owner of Record</u>	<u>Serial No.</u>	<u>Pending/Registered</u>
STREAM TRACK LEARNING SYSTEM	EDUCTIONAL RESOURCES, INC.	EDUCATIONAL RESOURCES, INC.	86110478	PENDING

CH1759677.2

RECORDED: 02/03/2014

TRADEMARK
REEL: 005206 FRAME: 0521