TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

06/18/2015
900328205

ETAS ID: TM345042

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sylvan Learning, Inc.		06/17/2015	CORPORATION:

RECEIVING PARTY DATA

Name:	Guggenheim Corporate Funding, LLC
Street Address:	330 Madison Avenue
Internal Address:	10th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED LIABILITY COMPANY: ~~NEW YORK~~ Delaware

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	4713224	LEARNING SHOULD BE PERSONAL
Registration Number:	4425702	MOM MINDED
Registration Number:	4724438	MYSYLVAN
Registration Number:	4323355	SYLVAN LEARNING
Registration Number:	4467950	SYLVANSYNC
Registration Number:	3584877	
Registration Number:	1906024	IVY WEST
Serial Number:	86213343	HOMEWORK EDGE
Serial Number:	85958760	LEARNING STRATEGIES THAT WORK
Serial Number:	86188991	MATH EDGE
Serial Number:	86422142	PREFERRED EDUCATION PROVIDER
Serial Number:	86213385	PREP EDGE
Serial Number:	85958980	SYLVAN ADVANCED STUDY SKILLS
Serial Number:	85983207	SYLVAN ADVANCED STUDY SKILLS
Serial Number:	86188986	SYLVAN EDGE
Serial Number:	86395681	SYLVAN EDGE
Serial Number:	86395685	SYLVAN EDGE
Serial Number:	86213363	SYLVAN HOMEWORK EDGE

CH $990.00 4713224

Property Type	Number	Word Mark
Serial Number:	86178763	SYLVAN LEARNING
Serial Number:	86178673	SYLVAN LEARNING
Serial Number:	86380969	SYLVAN LEARNING CENTER
Serial Number:	86187211	SYLVAN MATH ACCELERATOR
Serial Number:	86188909	SYLVAN MATH EDGE
Serial Number:	86213373	SYLVAN PREP EDGE
Serial Number:	85971335	SYLVAN SCHOOL SOLUTIONS
Serial Number:	86395676	SYLVAN TUTORING
Serial Number:	86395729	SYLVAN TUTORING
Serial Number:	86395717	SYLVAN TUTORING
Serial Number:	86188932	SYLVAN WRITING EDGE
Serial Number:	86092857	SYLVANPLAY
Serial Number:	86976047	SYLVANPLAY
Serial Number:	85866303	SYLVANPREP
Serial Number:	86395709	SYLVAN PREP
Serial Number:	85958881	SYLVANPREPONLINE
Serial Number:	86395668	SYNC
Serial Number:	86395325	WE'RE RIGHT THERE WITH YOU
Serial Number:	86188994	WRITING EDGE
Serial Number:	86178700	SYLVAN LEARNING
Serial Number:	86395702	SYLVAN PREP

CORRESPONDENCE DATA

Fax Number: 7036108686

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 703-903-9000

Email: ipdocketing@milesstockbridge.com

Correspondent Name: David R. Schaffer, Esq.

Address Line 1: 1751 Pinnacle Drive

Address Line 2: Suite 1500

Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	G3732-94
NAME OF SUBMITTER:	David R. Schaffer
SIGNATURE:	/David R. Schaffer/
DATE SIGNED:	06/18/2015

Total Attachments: 8

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GRANT OF
SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of June 17, 2015, by SYLVAN LEARNING, INC., a Delaware corporation (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 Amended and Restated Credit Agreement, dated as of June 17, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among EDUCATE INVESTMENTS, LLC, a Delaware limited liability company ("Holdings"), EDUCATE, INC., a Delaware corporation ("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, restatements, supplements, and modifications, if any, from time to time thereafter made thereto, including by that certain Omnibus Joinder, Amendment and General Reaffirmation Agreement, dated as of June 17, 2015 delivered by each of the Loan Parties to and for the benefit of the Secured Parties, 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:

TRADEMARK
REEL: 005557 FRAME: 0440

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 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.

SECTION 6. Governing Law. This Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to conflicts of law principles (other than Section 5-1401 of the New York General Obligations Law).

[Remainder of page intentionally left blank]

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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.

SYLVAN LEARNING, INC.
as Grantor

By: _____
Name: John C. McAuliffe
Title: Chief Financial Officer

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.

SYVAN LEARNING, INC.
as Grantor

By:_____
Name: John C. McAuliffe
Title: Chief Financial Officer

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

By:_____
Name: Benjamin Goodman
Title: Attorney in Fact

ACKNOWLEDGMENT OF GRANTOR

STATE OF Maryland)
) ss
COUNTY OF Baltimore)

On the 15th day of June 2015, before me personally came John C. McAuliffe, who is personally known to me to be the Chief Financial Officer of SYLVAN LEARNING, INC., a Delaware corporation; who, being duly sworn, did depose and say that he is the Chief Financial Officer in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

HELEN L. KIRBY
NOTARY PUBLIC
HOWARD COUNTY, MD

HELEN L. KIRBY
Notary Public State of Maryland
My Commission Expires 03/13/201

(PLACE STAMP AND SEAL ABOVE)

SIGNATURE PAGE TO GRANT OF SECURITY INTEREST IN TRADEMARKS – SYLVAN LEARNING, INC.

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF New York)
) ss
COUNTY OF New York)

On the 17th day of June, 2015, before me personally came Benjamin Goodman, who is personally known to me to be the Attorney-In-Fact of GUGGENHEIM CORPORATE FUNDING, LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the Attorney-In-Fact 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.

Rachel Maria Yudin-Cowan
Notary Public

Rachel Maria Yudin-Cowan
Notary Public, State of New York
Qualified in Kings County
License # 01YU6304798
Commission Expires 6-2-2018

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademarks

Title	Registration Number	Registered Date
LEARNING SHOULD BE PERSONAL	4713224	3/31/2015
MOM MINDED	4425702	10/29/2013
MYSYLVAN	4724438	4/21/2015
SYLVAN LEARNING and Design	4323355	4/23/2013
SYLVANSYNC	4467950	1/14/2014
Design Only	3584877	03/03/2009
IVY WEST	1906024	07/18/1995

U.S. Trademarks Pending

Title	Serial Number	Filing Date
HOMEWORK EDGE	86/213343	03/06/2014
LEARNING STRATEGIES THAT WORK	85/958760	06/13/2013
MATH EDGE	86/188991	02/10/2014
PREFERRED EDUCATION PROVIDER	86/422142	10/13/2014
PREP EDGE	86/213385	03/06/2014
SYLVAN ADVANCED STUDY SKILLS	85/958980	06/13/2013
SYLVAN ADVANCED STUDY SKILLS	85/983207	06/13/2013
SYLVAN EDGE	86/188986	02/10/2014
SYLVAN EDGE and Design	86/395681	09/16/2014
SYLVAN EDGE and Design	86/395685	09/16/2014
SYLVAN HOMEWORK EDGE	86/213363	03/06/2014
SYLVAN LEARNING and Design	86/178763	01/29/2014
SYLVAN LEARNING and Design	86/178673	01/29/2014
SYLVAN LEARNING CENTER	86/380969	08/29/2014
SYLVAN MATH ACCELERATOR	86/187211	02/07/2014
SYLVAN MATH EDGE	86/188909	02/10/2014
SYLVAN PREP EDGE	86/213373	03/06/2014
SYLVAN SCHOOL SOLUTIONS	85/971335	06/27/2013
SYLVAN TUTORING	86/395676	09/16/2014
SYLVAN TUTORING and Design	86/395729	09/16/2014

SYLVAN TUTORING and Design	86/395717	09/16/2014
SYLVAN WRITING EDGE	86/188932	02/10/2014
SYLVANPLAY	86/092857	10/16/2013
SYLVANPLAY	86/976047	10/16/2013
SYLVANPREP stylized	85/866303	3/4/2013
SYLVANPREP and Design	86/395709	09/16/2014
SYLVANPREPONLINE	85/958881	06/13/2013
SYNC	86/395668	09/16/2014
WE'RE RIGHT THERE WITH YOU	86/395325	09/15/2014
WRITING EDGE	86/188994	02/10/2014
SYLVAN LEARNING and Design	86/178700	01/29/2014
SYLVANPREP and Design	86/395702	09/16/2014