

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM352606

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Administrative Agent		08/24/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Teaching Company, LLC		
Street Address:	4840 Westfields Blvd., Suite 500		
City:	Chantilly		
State/Country:	VIRGINIA		
Postal Code:	20151		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	The Teaching Company Holdings, Inc.		
Street Address:	4840 Westfields Blvd., Suite 500		
City:	Chantilly		
State/Country:	VIRGINIA		
Postal Code:	20151		
Entity Type:	CORPORATION: DELAWARE		
Name:	The Teaching Company Intermediate Holdings, Inc.		
Street Address:	4840 Westfields Blvd., Suite 500		
City:	Chantilly		
State/Country:	VIRGINIA		
Postal Code:	20151		
Entity Type:	CORPORATION: DELAWARE		
Name:	The Teaching Company Sales, LLC		
Street Address:	4840 Westfields Blvd., Suite 500		
City:	Chantilly		
State/Country:	VIRGINIA		
Postal Code:	20151		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 21			

CH \$540.00 1947801

Property Type	Number	Word Mark
Registration Number:	1947801	THE TEACHING COMPANY
Registration Number:	1859109	
Registration Number:	1704609	SUPERSTAR TEACHERS
Registration Number:	1808062	WORDSCORE
Registration Number:	1770044	WORDSCORE
Registration Number:	3009025	GREAT MINDS
Registration Number:	2717476	THE TEACHING COMPANY
Registration Number:	2785870	TEACHING THAT ENGAGES THE MIND
Registration Number:	2896616	THE GREAT COURSES
Registration Number:	2909770	GREAT MINDS
Registration Number:	2975207	GREAT MINDS OF THE WESTERN INTELLECTUAL
Registration Number:	3033618	
Registration Number:	3025632	THE TEACHING COMPANY
Registration Number:	3220879	GREAT PROFESSORS, GREAT COURSES, GREAT V
Registration Number:	3270397	GREAT TEACHERS, GREAT COURSES, GREAT VAL
Serial Number:	76622275	THE JOY OF LIFELONG LEARNING EVERY DAY
Serial Number:	77207494	GREAT TEACHERS
Registration Number:	3963174	
Registration Number:	4423703	THE GREAT COURSES
Registration Number:	4058596	THE JOY OF LIFELONG LEARNING EVERY DAY
Registration Number:	4137096	THE LEADER IN LIFELONG LEARNING

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 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: 337968-195

NAME OF SUBMITTER: Oscar Ruiz

SIGNATURE: /Oscar Ruiz/

DATE SIGNED: 08/25/2015

Total Attachments: 47

source=Termination of Security Interest in Trademarks#page1.tif

source=Termination of Security Interest in Trademarks#page2.tif

source=Termination of Security Interest in Trademarks#page3.tif

source=Termination of Security Interest in Trademarks#page4.tif

[illegible]

TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of August 24, 2015 (this "Termination"), is made by GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties under (a) that certain Trademark Security Agreement, dated as of June 18, 2010 (as amended, supplemented or modified and in effect from time to time, the "2010 Trademark Security Agreement") by and among The Teaching Company, LLC, a Delaware limited liability company, The Teaching Company Sales, LLC, a Delaware limited liability company, The Teaching Company Holdings, Inc., a Delaware corporation and The Teaching Company Intermediate Holdings, Inc., a Delaware corporation (each a "Grantor" and, collectively, the "Grantors" located at 4840 Westfields Boulevard, Suite 500, Chantilly, VA 20151) and the Administrative Agent and (b) that certain Trademark Security Agreement, dated as of March 16, 2011 (as amended, supplemented or modified and in effect from time to time, the "2011 Trademark Security Agreement" and collectively, with the 2010 Trademark Security Agreement, the "Trademark Security Agreements") by and among the Grantors and the Administrative Agent. Except as otherwise provided herein, capitalized terms used herein but not otherwise defined have the meanings set forth (or incorporated) in the Trademark Security Agreements.

WHEREAS, pursuant to the 2010 Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on June 18, 2010 at Reel 004227, Frame 0910, the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under all of its Trademark Collateral, including, without limitation those set forth on the attached Schedule A;

WHEREAS, pursuant to the Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on March 16, 2011 at Reel 004498, Frame 0858, the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under all of its Trademark Collateral, including, without limitation those set forth on the attached Schedule B;

WHEREAS, the Obligations secured by the Trademark Collateral have been repaid; and

WHEREAS, the Grantor has requested and the Administrative Agent has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral (the "Released Collateral").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Administrative Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the security interest created under the Trademark Security Agreements in the Released Collateral, and all of the goodwill of the business connected with the use of, and symbolized by such Collateral, (b) release its security interest in the Released Collateral, and all of the goodwill of the business connected with the use

of, and symbolized by such Collateral, and (c) discharge any and all rights, title and interest it has in, and the security interest granted to the Agent in the Released Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Termination of Security Interest in Trademarks to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

ADMINISTRATIVE AGENT:

**GENERAL ELECTRIC CAPITAL
CORPORATION,**

a Delaware corporation

By: 

Name: David Kopchick

Title: Its Duly Authorized Signatory

Schedule A

**U.S. Trademark Registrations and Applications for Registration – 2010 Trademark
Security Agreement**

(see attached)

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 18, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 18, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

(a) all of its Trademarks and all material IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and material IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, each 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,


THE TEACHING COMPANY, LLC, as
Grantor

By: 
Name: Paul K. Suijk
Title: CFO and Secretary


THE TEACHING COMPANY HOLDINGS,
INC., as Grantor

By: 
Name: Paul K. Suijk
Title: CFO and Secretary

THE TEACHING COMPANY
INTERMEDIATE HOLDINGS, INC., as
Grantor

By: 
Name: Paul K. Suijk
Title: CFO and Secretary

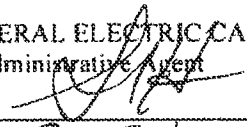
THE TEACHING COMPANY SALES, LLC, as
Grantor

By: 
Name: Paul K. Suijk
Title: CFO and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 
Name: Steven J. Hesse
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ATL_IMANAGE-6995310 3

ACKNOWLEDGMENT OF GRANTORS

STATE OF Virginia)
COUNTY OF Fairfax) ss.

On this 18 day of June 2010 before me personally appeared Paul Suick, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of each of the Grantors, who being by me duly sworn did depose and say that he is an authorized officer of said Grantors, that the said instrument was signed on behalf of said Grantors as authorized by its Board of Directors or managers, as the case may be, and that he acknowledged said instrument to be the free act and deed of said Grantors.

Bonnie Montgomery
Notary Public



[ACKNOWLEDGEMENT OF GRANTORS FOR TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED AND PENDING TRADEMARKS

MARK	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS	N&V REF.
GREAT MINDS (Class 9)							
<i>pre-recorded audiocassettes, compact discs, videocassettes, and videodiscs on the subjects of business, history, literature, the sciences, law, the arts, philosophy and religion in Class 9</i>	USA	75/079,070	03/27/1996	3,009,025	10/25/2005	Registered; Declaration of Use due between 10/25/2010 and 10/25/2011	4298-40
GREAT MINDS (Classes 9 and 16)							
<i>pre-recorded videotapes, audiotapes, CD-ROMs, and DVDs on the subjects of philosophy, history, law, theology and religion, in Class 9</i>	USA	76/526,203	06/27/2003	2,909,770	12/14/2004	Registered; Declaration of Use due between 12/14/2009 and 12/14/2010	4298-23
<i>Printed educational materials, namely, books, course outlines, suggested reading list, and academic subject material in the nature of printed lecture transcripts and course guidebooks on the subjects of philosophy, history, law, theology and religion, in Class 16</i>							

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

MARK	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS	N&V REF.
GREAT MINDS OF THE WESTERN INTELLECTUAL TRADITION (Classes 9 and 16) <i>Pre-recorded videotapes, audiotapes, CD-ROMs, and DVDs; and pre-recorded videotapes, audiotapes, CD-ROMs, and DVDs on the subjects of philosophy, history, law, theology and religion, in Class 9</i> <i>Printed educational materials, namely: course outlines, suggested reading list, and academic subject material in the nature of printed lecture transcripts and course guidebooks on the subjects of philosophy, history, law, theology and religion, in Class 16</i>	USA	76/526,205	06/27/2003	2,975,207	07/26/2005	Registered; Declaration of Use due between 07/26/2010 and 07/26/2011	4298-22
GREAT PROFESSORS, GREAT COURSES, GREAT VALUE GUARANTEED (Classes 9 and 16) <i>Pre-recorded audiotapes, CDs, and DVDs on the subjects of social sciences, psychology, history, law, literature, fine arts, cosmology, physical science, biological science, philosophy, theology, linguistics, religion, mathematics, music, and performing arts, in class 9.</i> <i>Printed educational materials, namely: course outlines, suggested reading lists, visual aids, namely, maps, charts and diagrams, and academic subject material in the nature of printed lecture transcripts and book-length transcripts on the subjects of social sciences, psychology, history, law, literature, fine arts, cosmology, physical science, biological science, philosophy, theology, linguistics, religion, mathematics, music, and performing arts, in Class 16.</i>	USA	76/615,940	10/14/2004	3,220,879	3/20/2007	Registered (Supp. Reg) Renewal Due 3/20/2017	4298-69

[ACKNOWLEDGMENT OF GRANTORS FOR TRADEMARK SECURITY AGREEMENT]

MARK	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS	N&V REF.
<p>GREAT TEACHERS (Classes 9 and 16)</p> <p><i>Pre-recorded videotapes, audiotapes, CD-ROMs, and DVDs on the subjects of social sciences, psychology, history, law, literature, fine arts, cosmology, physical science, biological science, philosophy, theology, linguistics, religion, mathematics, music, and performing arts, in Class 9</i></p> <p><i>Printed educational materials namely, course outlines, suggested reading lists, visual aids, namely, maps, charts and diagrams, and academic subject material in the nature of printed lecture transcripts and book-length transcripts on the subjects of social sciences, psychology, history, law, literature, fine arts, cosmology, physical science, biological science, philosophy, theology, linguistics, religion, mathematics, music, and performing arts in Class 16</i></p>	USA	77/207,494	6/15,2007			<p>2nd Ext. Filed 3/24/2010 SOU or further ext. due 9/24/2010</p>	4298-74

[ACKNOWLEDGEMENT OF GRANTORS FOR TRADEMARK SECURITY AGREEMENT]

MARK	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS	N&V REF.
GREAT TEACHERS, GREAT COURSES, GREAT VALUE GUARANTEED (Classes 9, 16 and 35)	USA	76/617,771	10/26/2004	3,270,397	7/24/2007	Registered (Supp. Reg.) Renewal Due 7/24/2017	4298-68

pre-recorded videotapes, audiotapes, cd-rom's, and dvd's on the subjects of social sciences, psychology, history, law, literature, fine arts, cosmology, physical science, biological science, philosophy, theology, linguistics, religion, mathematics, music, and performing arts, in Class 9,

printed educational materials, namely, course outlines, suggested reading lists, visual aids, namely, maps, charts and diagrams, and academic subject material in the nature of printed lecture transcripts and book-length transcripts on the subjects of social sciences, psychology, history, law, literature, fine arts, cosmology, physical science, biological science, philosophy, theology, linguistics, religion, mathematics, music, and performing arts, in Class 16,

online retail services and mail order catalog services, featuring pre-recorded videotapes, audiotapes, CD-ROMs and DVDs of non-credit courses of instruction on the subjects of social sciences, psychology, history, law, literature, fine arts, cosmology, physical science, biological science, philosophy, theology, linguistics, religion, mathematics, music and performing arts, and related course transcripts, outlines and guidebooks, in Class 35

[ACKNOWLEDGEMENT OF GRANTORS FOR TRADEMARK SECURITY AGREEMENT]

MARK

COUNTRY

SERIAL NO.

FILING
DATE

REG. NO.

REG.
DATE

STATUS

N&V
REF.

SUPERSTAR TEACHERS

USA

74,085,908

08/08/1990

1,704,609

08/04/1992

1st renewal
11/14/2002

Pre-recorded educational audio and video tapes on the subjects of social sciences, philosophy, theology, linguistics, religion, mathematics, music, and performing arts.

Printed educational publications: namely, course outlines, printed academic subject material referenced in lectures recorded on videotapes; namely, lists of suggested reading, visual aids such as maps, charts and diagrams on the subjects of social science, philosophy, theology, linguistics, religion, mathematics, music, and performing arts.

Live educational lectures for the public on the subjects of social sciences, psychology, history, law, literature, fine arts, cosmology, physical science, biological science, philosophy, theology, linguistics, religion, mathematics, music, and performing arts

[ACKNOWLEDGMENT OF GRANTORS FOR TRADEMARK SECURITY AGREEMENT]

\$

MARK	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS	N&V REF.
TEACHING THAT ENGAGES THE MIND (Classes 9, 16 and 35) pre-recorded videotapes, audiotapes, CD-ROMs and DVD's on the subjects of social sciences, psychology, history, law, literature, fine arts, cosmology, physical science, biological science, philosophy, theology, linguistics, religion, mathematics, music, and performing arts, in Class 9.	USA	76/457,650	10/09/2002	2,785,870	11/25/2003	Registered; Declaration of Use due between 11/25/2008 and 11/25/2009; End of Grace Period May 25, 2010	4298-9

printed educational materials, namely: course outlines, suggested reading lists, visual aids, namely: maps, charts and diagrams, and academic subject material in the nature of printed lecture transcripts and book-length transcripts on the subjects of social sciences, psychology, history, law, literature, fine arts, cosmology, physical science, biological science, philosophy, theology, linguistics, religion, mathematics, music, and performing arts, in Class 16.

online retail services and mail order catalog services featuring pre-recorded videotapes, audiotapes, CD-ROM's and DVD's of non-credit courses of instruction on the subjects of social sciences, psychology, history, law, literature, fine arts, cosmology, physical science, biological science, philosophy, theology, linguistics, religion, mathematics, music and performing arts, and related course transcripts, outlines and guidebooks, in Class 35

[ACKNOWLEDGMENT OF GRANTORS FOR TRADEMARK SECURITY AGREEMENT]

MARK	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS	N&V REF.
<p>THE GREAT COURSES (Classes 9, 16 and 35)</p> <p>pre-recorded videotapes, audiotapes, CD-ROMs, and DVDs on the subjects of social sciences, psychology, history, law, literature, fine arts, cosmology, physical science, biological science, philosophy, theology, linguistics, religion, mathematics, music, and performing arts, in Class 9,</p> <p>printed educational materials, namely, course outlines, suggested reading lists, visual aids, namely, maps, charts and diagrams, and academic subject material in the nature of printed lecture transcripts and book-length transcripts on the subjects of social sciences, psychology, history, law, literature, fine arts, cosmology, physical science, biological science, philosophy, theology, linguistics, religion, mathematics, music, and performing arts, in Class 16,</p> <p>online retail services and mail order catalog services featuring pre-recorded videotapes, audiotapes, CD-ROMs and DVDs of non-credit courses of instruction on the subjects of social sciences, psychology, history, law, literature, fine arts, cosmology, physical science, biological science, philosophy, theology, linguistics, religion, mathematics, music and performing arts, and related course transcripts, outlines and guidebooks, in Class 35</p>	USA	76/457,659	10/09/2002	2,896,616	10/26/2004	<p>Registered;</p> <p>Declaration of Use due between 10/26/2009 and 10/26/2010</p>	4298-10

[ACKNOWLEDGMENT OF GRANTORS FOR TRADEMARK SECURITY AGREEMENT]

MARK	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS	N&V REF.
THE JOY OF LIFELONG LEARNING EVERY DAY (Classes 9, 16 and 35) <i>pre-recorded videotapes, audiotapes, CD-ROM's and DVD's on the subjects of social sciences, psychology, history, law, literature, fine arts, cosmology, physical science, biological science, philosophy, theology, linguistics, religion, mathematics, music, and performing arts, in Class 9,</i>	USA	76/622,275	11/23/2004			Published for opposition 03/28/2006	4298-73

printed educational materials, namely, course outlines, suggested reading lists, visual aids, namely, maps, charts and diagrams, and academic subject material in the nature of printed lecture transcripts and book-length transcripts on the subjects of social sciences, psychology, history, law, literature, fine arts, cosmology, physical science, biological science, philosophy, theology, linguistics, religion, mathematics, music, and performing arts, in Class 16,

online retail services and mail order catalog services featuring pre-recorded videotapes, audiotapes, CD-ROM's and DVD's of non-credit courses of instruction on the subjects of social sciences, psychology, history, law, literature, fine arts, cosmology, physical science, biological science, philosophy, theology, linguistics, religion, mathematics, music and performing arts, and related course transcripts, outlines and guidebooks, in Class 35

[ACKNOWLEDGEMENT OF GRANTORS FOR TRADEMARK SECURITY AGREEMENT]

MARK	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS	NAV REF.
<p>THE TEACHING COMPANY</p> <p>(Classes 9 and 16)</p> <p>pre-recorded videotapes, audiotapes, CD-ROM's and DVD's on the subjects of social sciences, psychology, history, law, literature, fine arts, cosmology, physical science, biological science, philosophy, theology, linguistics, religion, mathematics, music, and performing arts, in Class 9,</p> <p>printed educational materials, namely, course outlines, suggested reading lists, visual aids, namely, maps, charts and diagrams, and academic subject material in the nature of printed lecture transcripts and book-length transcripts on the subjects of social sciences, psychology, history, law, literature, fine arts, cosmology, physical science, biological science, philosophy, theology, linguistics, religion, mathematics, music, and performing arts, in Class 16,</p>	USA	74/074,104	06/29/1990	1,947,801	01/16/1996	Registered; renewal due 01/16/2016	4298-4
<p>THE TEACHING COMPANY</p> <p>(Class 9)</p> <p>pre-recorded audio tapes, CD-ROMs and DVDs on the subjects of social sciences, psychology, history, law, literature, fine arts, cosmology, physical science, biological science, philosophy, theology, linguistics, religion, mathematics, music, and performing arts in Class 9,</p>	USA	76/439,526	08/08/2002	2,717,476	05/20/2003	Registered; renewal due 05/20/2013	4298-8
<p>THE TEACHING COMPANY</p> <p>(Class 35)</p> <p>online retail services and mail order catalog services featuring pre-recorded videotapes, audiotapes, CD-ROM's and DVD's of non-credit courses of instruction on the subjects of social sciences, psychology, history, law, literature, fine arts, cosmology, physical science, biological science, philosophy, theology, linguistics, religion, mathematics, music and performing arts, and related course transcripts, outlines and guidebooks</p>	USA	76/599,281	06/25/2004	3,025,632	12/13/2005	Registered; Declaration of Use due between 12/13/2010 and 12/13/2011	4298-66

[ACKNOWLEDGEMENT OF GRANTORS FOR TRADEMARK SECURITY AGREEMENT]

MARK	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS	NAE REF.
Torch & Stars Design (Classes 9, 16 and 35) <i>pre-recorded videotapes, audiotapes, CD-ROM's and DVD's on the subjects of social sciences, psychology, history, law, literature, fine arts, cosmology, physical science, biological science, philosophy, theology, linguistics, religion, mathematics, music, and performing arts, in Class 9,</i>	USA	76/599,280	06/25/2004	3,033,618	12/27/2005	Registered; Declaration of Use due between 12/27/2010 and 12/27/2011	4298-67

printed educational materials, namely, course outlines, suggested reading lists, visual aids, namely, maps, charts and diagrams, and academic subject material in the nature of printed lecture transcripts and book-length transcripts on the subjects of social sciences, psychology, history, law, literature, fine arts, cosmology, physical science, biological science, philosophy, theology, linguistics, religion, mathematics, music, and performing arts, in Class 16,

online retail services and mail order catalog services, featuring pre-recorded videotapes, audiotapes, CD-ROM's and DVD's of non-credit courses of instruction on the subjects of social sciences, psychology, history, law, literature, fine arts, cosmology, physical science, biological science, philosophy, theology, linguistics, religion, mathematics, music and performing arts, and related course transcripts, outlines and guidebooks, in Class 35



[ACKNOWLEDGMENT OF GRANTORS FOR TRADEMARK SECURITY AGREEMENT]

MARK	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS	N&V REF.
Torch & Stars Design (Class 9) <i>pre-recorded audio tapes, CD-ROMs and DVDs on the subjects of social sciences, psychology, history, law, literature, fine arts, cosmology, physical science, biological science, philosophy, theology, linguistics, religion, mathematics, music, and performing arts, in Class 9</i>	USA	74/076,241	07/09/1990	1,859,109	10/18/1994	Renewed; next renewal due 10/18/2014	4298-3



[ACKNOWLEDGEMENT OF GRANTORS FOR TRADEMARK SECURITY AGREEMENT]

MARK	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS	N&V REF.
	USA	77/963,099	3/19/2010			Pending	4298-100



(Classes 9, 16 and 35)

pre-recorded videotapes, audiotapes, CD-ROM's and DVD's on the subjects of social sciences, psychology, history, law, literature, fine arts, cosmology, physical science, biological science, philosophy, theology, linguistics, religion, mathematics, music, and performing arts, in Class 9,

printed educational materials, namely, course outlines, suggested reading lists, visual aids, namely, maps, charts and diagrams, and academic subject material in the nature of printed lecture transcripts and book-length transcripts on the subjects of social sciences, psychology, history, law, literature, fine arts, cosmology, physical science, biological science, philosophy, theology, linguistics, religion, mathematics, music, and performing arts, in Class 16,

mail order catalog services and online retail store services featuring pre-recorded videotapes, audiotapes, CD-ROM's and DVD's of non-credit courses of instruction on the subjects of social sciences, psychology, history, law, literature, fine arts, cosmology, physical science, biological science, philosophy, theology, linguistics, religion, mathematics, music and performing arts in Class 35,



[ACKNOWLEDGMENT OF GRANTORS FOR TRADEMARK SECURITY AGREEMENT]

MARK	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS	N&V REF.
WORDSCORE (Class 16) <i>musical notation sheets consisting of narrative and iconographic representations, in Class 16</i>	USA	74/317,370	09/28/1992	1,770,044	05/11/1993	Registered, renewal due 05/11/2013	4298-37
WORDSCORE (Class 41) <i>printed educational materials, namely, books, course outlines, suggested reading list, and academic subject material in the nature of printed lecture transcripts and course guidebooks on the subjects of philosophy, history, law, theology and religion, in Class 41.</i>	USA	74/317,369	09/28/1992	1,808,062	11/30/1993	Registered, renewal due 11/30/2013	4298-38

B. MATERIAL IP LICENSES

NONE

[ACKNOWLEDGEMENT OF GRANTORS FOR TRADEMARK SECURITY AGREEMENT]

Schedule B

**U.S. Trademark Registrations and Applications for Registration – 2011 Trademark
Security Agreement**

(see attached)

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 16, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 16, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

all of its Trademarks and all material IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

all renewals and extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and material IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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,

THE TEACHING COMPANY, LLC,
as Grantor

By: 

Name: Paul K. Suijk

Title: Chief Financial Officer and
Secretary

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

THE TEACHING COMPANY SALES,
LLC, as Grantor


By: _____

Name: Paul K. Suijk

Title: Chief Financial Officer and
Secretary

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005608 FRAME: 0369

THE TEACHING COMPANY
HOLDINGS, INC., as Grantor

By: 

Name: Paul K. Suijk

Title: Chief Financial Officer and
Secretary

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005608 FRAME: 0370

THE TEACHING COMPANY
INTERMEDIATE HOLDINGS, INC.,
as Grantor

By: 

Name: Paul K. Suijk

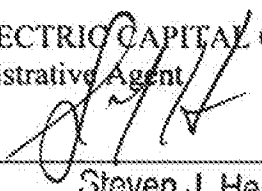
Title: Chief Financial Officer and
Secretary

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005608 FRAME: 0371

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 
Name: Steven J. Heise
Title: Duly Authorized Signatory

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005608 FRAME: 0372

SCHEDULE I
TO
Trademark Security Agreement
Trademark Registrations

I. REGISTERED TRADEMARKS & TRADEMARK APPLICATIONS

Country	Trademark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Reg. No.
Australia	THE GREAT COURSES & Torch Devi	Filed	1386512	10/1/2010			4298-0118
Australia	THE TEACHING COMPANY	Registered	938899	12/31/2002	938899	5/9/2003	4298-0014
Australia	THE GREAT COURSES	Registered	951933	4/28/2003	951933	9/19/2005	4298-0025
Australia	TEACHING THAT ENGAGES THE MIND	Registered	950162	4/9/2003	950162	10/31/2003	4298-0029
Australia	TORCH DESIGN	Registered	951932	4/28/2003	951932	1/12/2004	4298-0033
Australia	GREAT MINDS	Registered	982447	12/16/2003	982447	5/10/2004	4298-0042
Australia	GREAT MINDS OF THE WESTERN INT	Registered	982448	12/16/2003	982448	5/10/2004	4298-0050
Australia	THE TEACHING COMPANY	Registered	1027539	10/29/2004	1027539	3/7/2005	4298-0070
Australia	GREAT TEACHERS	Registered	1195872	8/29/2007	1195872	8/1/2008	4298-0076
Australia	TORCH Device	Filed	1383961	9/16/2010			4298-0102
Australia	THE JOY OF LIFELONG LEARNING E	Filed	1398904	12/9/2010			4298-0132
Canada	THE GREAT COURSES & Torch Devi	Filed	PENDING	10/1/2010			4298-0119
Canada	THE TEACHING COMPANY	Registered	1,175,086	4/29/2003	666154	6/16/2006	4298-0024
Canada	THE GREAT COURSES	Filed	1,175,085	4/29/2003			
Canada	TEACHING THAT ENGAGES THE MIND	Registered	1173244	4/9/2003	696923	9/20/2007	4298-0030
Canada	TORCH DESIGN	Registered	1175089	4/29/2003	635222	3/15/2005	4298-0034
Canada	GREAT MINDS	Registered	1202295	12/24/2003	675208	10/18/2006	4298-0043
Canada	GREAT MINDS OF THE WESTERN INT	Registered	1202297	12/24/2003	677649	11/27/2006	4298-0051
Canada	GREAT TEACHERS	Filed	1,362,758	9/7/2007			4298-0077
Canada	TORCH Device	Filed	PENDING	9/20/2010			4298-0103
Canada	THE JOY OF LIFELONG LEARNING E	Docket					4298-0133
China P.R.	THE GREAT COURSES & Torch Devi	Filed	PENDING	10/8/2010			4298-0120
China P.R.	THE GREAT COURSES & Torch Devi	Filed	PENDING	10/8/2010			4298-0121
China P.R.	THE GREAT COURSES & Torch Devi	Filed	PENDING	10/8/2010			4298-0122
China P.R.	THE TEACHING COMPANY	Registered	3455055	2/8/2003	3455055	8/7/2004	4298-0015
China P.R.	GREAT MINDS	Registered	3839648	12/24/2003	3839648	1/21/2006	4298-0044
China P.R.	GREAT MINDS OF THE WESTERN INT	Registered	3839650	12/24/2003	3839650	1/21/2006	4298-0052

A7605473.1

Country	Trademark	Status	Serial Number	Registration Number	Registration Date	Expiry Date	Class
China P.R.	GREAT MINDS	Registered	3859649	3859649	12/24/2003	6/14/2006	4298-0058
China P.R.	GREAT MINDS OF THE WESTERN INT	Registered	3859651	3859651	12/24/2003	5/21/2007	4298-0059
China P.R.	GREAT TEACHERS	Registered	6288182	6288182	9/21/2007	3/28/2010	4298-0078
China P.R.	GREAT TEACHERS	Registered	6288183	6288183	9/21/2007	2/28/2010	4298-0079
China P.R.	TORCH Device	Filed	PENDING		9/19/2010		4298-0104
China P.R.	TORCH Device	Filed	PENDING		9/19/2010		4298-0105
China P.R.	TORCH Device	Filed	8682595		9/19/2010		4298-0106
China P.R.	THE JOY OF LIFELONG LEARNING E	Docket					4298-0134
CTM	THE JOY OF LIFELONG LEARNING E	Filed	9499575		11/5/2010		4298-0135
CTM	THE TEACHING COMPANY	Registered	2993889		1/2/2003	12/15/2004	4298-0016
CTM	THE GREAT COURSES	Inactive	3179521		4/23/2003		4298-0027
CTM	TEACHING THAT ENGAGES THE MIND	Registered	3173201		4/9/2003	11/1/2004	4298-0031
CTM	TORCH DESIGN	Registered	3179512		4/25/2003	1/31/2005	4298-0035
CTM	GREAT MINDS	Registered	3557451		12/16/2003	4/13/2005	4298-0045
CTM	GREAT MINDS OF THE WESTERN INT	Registered	3557436		12/16/2003	6/9/2005	4298-0053
CTM	THE TEACHING COMPANY	Registered	4082277		10/21/2004	11/28/2005	4298-0071
CTM	GREAT TEACHERS	Inactive	6296768		9/12/2007		4298-0080
CTM	TORCH Device	Filed	9380064		9/16/2010		4298-0107
CTM	THE GREAT COURSES & Torch Dev	Filed	9418252		10/1/2010		4298-0123
CTM	THE GREAT COURSES	Registered	8571424		9/24/2009	6/21/2010	4298-0087
CTM	THE GREAT COURSES with Torch &	Registered	8571317		9/24/2009	6/21/2010	4298-0088
Great Britain	THE GREAT COURSES	Registered	2526953		9/24/2009	5/7/2010	4298-0089
Japan	THE TEACHING COMPANY	Registered	2003-000268		1/7/2003	8/1/2003	4298-0017
Japan	THE GREAT COURSES	Registered	2003-39194		4/25/2003	5/28/2004	4298-0028
Japan	TEACHING THAT ENGAGES THE MIND	Registered	2003-28556		4/9/2003	3/12/2004	4298-0032
Japan	TORCH DESIGN	Registered	2003-34195		4/25/2003	5/28/2004	4298-0036
Japan	GREAT MINDS	Registered	2003-113257		12/19/2003	10/22/2004	4298-0046
Japan	GREAT MINDS OF THE WESTERN INT	Registered	2003-113258		12/19/2003	3/4/2005	4298-0054
Japan	THE TEACHING COMPANY	Registered	2004-96138		10/20/2004	8/5/2005	4298-0072
Japan	GREAT TEACHERS	Registered	2007-95110		9/6/2007	3/28/2008	4298-0081
Japan	TORCH Device	Filed	2010-73450		9/17/2010		4298-0108
Japan	THE JOY OF LIFELONG LEARNING E	Filed	2010-96800		12/14/2010		4298-0136
Japan	THE GREAT COURSES & Torch Dev	Filed	2010-78716		10/7/2010		4298-0124
Malaysia	THE GREAT COURSES & Torch Dev	Filed	2010/19035		10/8/2011		4298-0125
Malaysia	THE GREAT COURSES & Torch Dev	Filed	2010/19036		10/8/2010		4298-0126
Malaysia	THE GREAT COURSES & Torch Dev	Filed	2010/19034		10/8/2010		4298-0127

A/74003473.1

Malaysia	THE TEACHING COMPANY	Registered	2002-16299	12/30/2002	2016299	11/23/2005	4298-0018
Malaysia	GREAT MINDS	Filed	2003/17187	12/17/2003			4298-0047
Malaysia	GREAT MINDS OF THE WESTERN INT	Filed	2003/17189	12/17/2003			4298-0055
Malaysia	GREAT MINDS	Registered	2003/17186	6/27/2003	2003/17186	8/18/2007	4298-0064
Malaysia	GREAT MINDS OF THE WESTERN INT	Registered	2003/17188	6/27/2003	2003/17188	8/16/2007	4298-0065
Malaysia	GREAT TEACHERS	Filed	2007/18596	9/20/2007			4298-0082
Malaysia	GREAT TEACHERS	Filed	2007/18595	9/20/2007			4298-0083
Malaysia	TORCH Device	Filed	2010/17540	9/20/2010			4298-0109
Malaysia	TORCH Device	Filed	2010/17541	9/20/2010			4298-0110
Malaysia	TORCH Device	Filed	2010/17542	9/20/2010			4298-0111
Malaysia	THE JOY OF LIFELONG LEARNING E	Filed	2010/24322	12/20/2010			4298-0137
New Zealand	THE GREAT COURSES & Torch Devi	Filed	831319	10/1/2010			4298-0128
New Zealand	TORCH Device	Filed	830538	9/16/2010			4298-0112
New Zealand	THE TEACHING COMPANY	Filed	815009	10/30/2009			4298-0090
New Zealand	THE TEACHING COMPANY	Filed	815010	10/30/2009			4298-0094
New Zealand	THE TEACHING COMPANY	Filed	815011	10/30/2009			4298-0097
New Zealand	THE GREAT COURSES & Torch & St	Registered	815012	10/30/2009	815012	5/6/2010	4298-0091
New Zealand	THE GREAT COURSES & Torch & St	Registered	815013	10/30/2009	815013	5/6/2010	4298-0095
New Zealand	THE GREAT COURSES & Torch & St	Registered	815014	10/30/2009	815014	5/6/2010	4298-0098
New Zealand	Torch & Stars Logo	Registered	815015	10/30/2009	815015	5/6/2010	4298-0092
New Zealand	Torch & Stars Logo	Registered	815016	10/30/2009	815016	5/6/2010	4298-0096
New Zealand	Torch & Stars Logo	Registered	815017	10/30/2009	815017	5/6/2010	4298-0099
New Zealand	THE JOY OF LIFELONG LEARNING E	Docket					4298-0138
Singapore	THE TEACHING COMPANY	Registered	T02/19759J	12/31/2002	T02/19759J	8/8/2002	4298-0019
Singapore	GREAT MINDS	Registered	T03/20266J	12/16/2003	T03/20266J	6/27/2003	4298-0048
Singapore	GREAT MINDS OF THE WESTERN INT	Registered	T03/20268G	12/16/2003	T03/20268G	6/27/2003	4298-0056
Singapore	GREAT MINDS	Filed	T03/20267I	12/16/2003			4298-0062
Singapore	GREAT MINDS OF THE WESTERN INT	Registered	T03/20270I	12/16/2003	T03/20270I	6/27/2003	4298-0063
Singapore	GREAT TEACHERS	Inactive	0719121C	9/24/2007			4298-0084
Singapore	GREAT TEACHERS	Inactive					4298-0085
Singapore	TORCH Device	Filed	T1011965Z	9/16/2010			4298-0113
Singapore	THE GREAT COURSES & Torch Devi	Filed	T1012731H	10/1/2010			4298-0129
Singapore	THE JOY OF LIFELONG LEARNING E	Filed	T1016184B	12/9/2010			4298-0139
Taiwan	THE GREAT COURSES & Torch Devi	Filed	99049158	10/4/2010			4298-0130
Taiwan	THE TEACHING COMPANY	Registered	91054795	12/30/2002	1168541	8/16/2005	4298-0020
Taiwan	GREAT MINDS	Reg stered	92072433	12/18/2003	1137915	1/16/2005	4298-0049

A74003475.1

Country	Trademark	Status	Serial No.	Registration No.	Effective Date	Expiry Date	Class
Taiwan	GREAT MINDS OF THE WESTERN INT	Registered	92074235		12/18/2003	11/17/16	4298-0057
Taiwan	GREAT TEACHERS	Inactive	96041846		8/31/2007		4298-0086
Taiwan	TORCH Device	Filed	99046640		9/17/2010		4298-0114
Taiwan	THE JOY OF LIFELONG LEARNING E	Filed	99063386		12/14/2010		4298-0140
United States	THE GREAT COURSES & TORCH Devi	Filed	85/139,118		9/27/2010		4298-0117
United States	THE JOY OF LIFELONG LEARNING E	Filed	85/141,940		9/30/2010		4298-0115
United States	SUPERSTAR TEACHERS	Registered	74/085,908		8/8/1990	1,704,609	4298-0002
United States	TORCH & STARS Design	Registered	74/076,241		7/9/1990	1,859,109	4298-0003
United States	THE TEACHING COMPANY	Registered	74/074,104		6/29/1990	1,947,801	4298-0004
United States	GREAT TEACHERS LIBRARY and Des	Inactive					4298-0005
United States	MIRUS UNIVERSITY	Inactive					4298-0006
United States	GREAT COURSES ON TAPE	Inactive					4298-0007
United States	THE TEACHING COMPANY	Registered	76/439,526		8/8/2002	2,717,476	4298-0008
United States	TEACHING THAT ENGAGES THE MIND	Registered	76/457,650		10/9/2002	2,785,870	4298-0009
United States	THE GREAT COURSES	Registered	76/457,659		10/9/2002	2,896,616	4298-0010
United States	GREAT TEACHERS	Inactive	76/457,696		10/9/2002		4298-0011
United States	GREAT MINDS OF THE WESTERN INT	Registered	76/526,205		6/27/2003	2,975,207	4298-0022
United States	GREAT MINDS	Registered	76/526,203		6/27/2003	2,909,770	4298-0023
United States	WORDSCORE	Registered	74/317,370		9/28/1992	1,770,044	4298-0037
United States	WORDSCORE	Registered	74/317,369		9/28/1992	1,808,062	4298-0038
United States	GREAT MINDS	Registered	75/079,070		3/27/1996	3,009,025	4298-0040
United States	GREAT PROFESSORS	Inactive	76/553,229		10/21/2003		4298-0041
United States	THE TEACHING COMPANY	Registered	76/599,281		6/28/2004	3,025,632	4298-0066
United States	TORCH & STARS Design	Registered	76/599,280		6/25/2004	3,033,618	4298-0067
United States	GREAT TEACHERS, GREAT COURSES	Registered	76/617,771		10/26/2004	3,270,397	4298-0068
United States	GREAT PROFESSORS, GREAT COUR	Registered	76/615,940		10/14/2004	3,220,879	4298-0069
United States	THE JOY OF LIFELONG LEARNING E	Inactive	76/622,275		11/23/2004		4298-0073
United States	GREAT TEACHERS	Filed	77/207,494		6/15/2007		4298-0074
United States	THE LEADER IN LIFELONG LEARNIN	Filed	83/144,198		10/4/2010		4298-0116
United States	TORCH LOGO	Filed	77/963,099		3/19/2010		4298-0100

2. IP LICENSES

NONE

A74003475.1