

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM365398

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cambium Learning, Inc.		12/10/2015	CORPORATION: DELAWARE
Cambium Learning Group, Inc.		12/10/2015	CORPORATION: DELAWARE
ExploreLearning, LLC		12/10/2015	LIMITED LIABILITY COMPANY: DELAWARE
Kurzweil Education, Inc.		12/10/2015	CORPORATION: DELAWARE
LAZEL, Inc.		12/10/2015	CORPORATION: DELAWARE
Learning A-Z, LLC		12/10/2015	LIMITED LIABILITY COMPANY: DELAWARE
Voyager Sopris Learning, Inc.		12/10/2015	CORPORATION: COLORADO
VSS-Cambium Holdings II Corp.		12/10/2015	CORPORATION: DELAWARE
VSS-Cambium Holdings IV, LLC		12/10/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Webster Bank, N.A., as administrative agent
Street Address:	100 Franklin Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 66

Property Type	Number	Word Mark
Registration Number:	3051380	CAMBIUM LEARNING
Registration Number:	3711800	CAMBIUM LEARNING TECHNOLOGIES
Registration Number:	2874724	COLLEAGUE IN THE CLASSROOM
Registration Number:	4532895	EDPLICITY
Registration Number:	4342141	EXPLORELEARNING
Registration Number:	4249753	FIREFLY
Registration Number:	4490224	
Registration Number:	4490225	FIREFLY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4483329	
Registration Number:	3957248	
Registration Number:	3961960	GIZMO
Registration Number:	2858200	HEADSPROUT
Registration Number:	2904503	THE HERMAN METHOD
Registration Number:	3976981	KURZWEIL 3000
Registration Number:	2977602	KURZWEIL 3000 LEARNSTATION
Registration Number:	3956306	KURZWEIL EDUCATIONAL SYSTEMS
Registration Number:	3776585	LANGUAGE!
Registration Number:	3128544	LETRS
Registration Number:	3706968	PASSPORT READING JOURNEYS
Registration Number:	2862154	PROBLEM SOLVING STEP BY STEP
Registration Number:	2823128	READ WELL
Registration Number:	4342142	REFLEX
Registration Number:	3190657	REWARDS
Registration Number:	3200138	RIDE
Registration Number:	4476270	SHOWTIME!
Registration Number:	3197514	SOLO
Registration Number:	3257416	
Registration Number:	3888113	SPROUT STORY
Registration Number:	2558492	STEP UP TO WRITING
Registration Number:	3526181	STOP AND THINK
Registration Number:	3526182	STOP AND THINK
Registration Number:	3593583	TICKET TO READ
Registration Number:	3702174	TICKET TO READ
Registration Number:	3076517	TIMEWARP
Registration Number:	3587549	TRANSMATH
Registration Number:	2779424	V
Registration Number:	3088079	VIAJES
Registration Number:	2626404	VIP
Registration Number:	3113016	VMATH
Registration Number:	3778556	VMATH MATH INTERVENTION THAT WORKS VMATH
Registration Number:	3537700	VMATHLIVE
Registration Number:	3769145	VOCABJOURNEY
Registration Number:	4217045	VOYAGER
Registration Number:	3747247	VOYAGER PASAPORTE
Registration Number:	3655338	VOYAGER PASSPORT
Registration Number:	3747246	VOYAGER PASSPORT

Property Type	Number	Word Mark
Registration Number:	2848412	VOYAGERU
Registration Number:	2749505	VOYAGER UNIVERSAL LITERACY SYSTEM
Registration Number:	3336348	VPORT
Registration Number:	3341306	VPORT
Registration Number:	4830947	KURZWEIL
Registration Number:	4849492	LEARNING A-Z
Registration Number:	4849493	RAZ-KIDS
Registration Number:	4849494	SCIENCE A-Z
Registration Number:	2129258	VOYAGER EXPANDED LEARNING
Registration Number:	3792827	LEARNINGNOW
Registration Number:	3986418	ELEARNING THAT WORKS!
Registration Number:	3779651	RESEARCHED. TESTED. GUARANTEED.
Registration Number:	3868761	SPROUT GAMES
Serial Number:	86783992	LANGUAGE! LIVE
Serial Number:	86696809	POWER PASS
Serial Number:	86696786	READINGSCAPE
Serial Number:	86548769	VOYAGER PASAPORTE
Serial Number:	86551922	VOYAGER SOPRIS LEARNING
Serial Number:	86547568	WE CAN EARLY LEARNING CURRICULUM
Serial Number:	86811207	KURZWEIL EDUCATION

CORRESPONDENCE DATA

Fax Number: 6172484000

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.

Email: tadmin@choate.com

Correspondent Name: Daniel L. Scales

Address Line 1: Two International Place

Address Line 2: Choate Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2004945.0033
NAME OF SUBMITTER:	Daniel L. Scales
SIGNATURE:	/daniel l. scales/
DATE SIGNED:	12/10/2015

Total Attachments: 14

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of December 10, 2015, by each of the entities listed on the signature pages hereof (each, a “**Grantor**” and collectively, the “**Grantors**”), in favor of WEBSTER BANK, N.A., as administrative agent (the “**Administrative Agent**”) for itself and the other lending institutions (collectively, the “**Lenders**”) which are or may become parties to the Credit Agreement referred to below.

WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Cambium Learning, Inc., a Delaware corporation (the “**Borrower**”), Cambium Learning Group, Inc., a Delaware corporation, the Lenders party thereto from time to time and the Administrative Agent, the Lenders have agreed to make loans and extend certain other financial accommodations to the Borrower; and

WHEREAS, the obligation of each of the Lenders to make such loans and extend such other financial accommodations is subject to the condition, among others, that each Grantor execute and deliver this Agreement and grant the Lien in favor of the Administrative Agent for the benefit of the Secured Parties as hereinafter described;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

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 in the Credit Agreement.

SECTION 2. Grant of Security Interest. As security for the due and punctual payment and performance of the Obligations, each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties, a continuing security interest in and to all of its right, title and interest in and to the following property, whether now owned or existing or hereafter acquired or arising (the “**Trademark Collateral**”):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to on Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing,

and (ii) all reissues, extensions or renewals of the foregoing (each, a “**Trademark**”), excluding only any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability of, or render void or result in the cancellation of, any registration issued as a result of such intent-to-use trademark applications under applicable law;

(b) all Trademark licenses for the grant by or to each Grantor of any right to use any Trademark;

(c) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect or otherwise recover, any such damages.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Administrative Agent, for the benefit of the Secured Parties, in the Trademark Collateral with the United States Patent and Trademark Office and any similar office or agency within or outside the United States. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, under the other Collateral Documents. Such other Collateral Documents (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with their respective terms.

SECTION 4. Acknowledgment. Each Grantor further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Financing Document. This Agreement is a Loan Document and a Collateral Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a

signature page of this Agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

[Signature Pages to Follow]

IN WITNESS WHEREOF, this Agreement has been executed as an instrument under seal as of the date first above written.

GRANTORS:

CAMBIUM LEARNING, INC.

By: Barbara Benson
Name: Barbara Benson
Title: Chief Financial Officer

CAMBIUM LEARNING GROUP, INC.

By: Barbara Benson
Name: Barbara Benson
Title: Chief Financial Officer

EXPLORELEARNING, LLC

By: Barbara Benson
Name: Barbara Benson
Title: Chief Financial Officer

KURZWEIL EDUCATION, INC.

By: Barbara Benson
Name: Barbara Benson
Title: Chief Financial Officer

LAZEL, INC.

By: Barbara Benson
Name: Barbara Benson
Title: Chief Financial Officer

[Signatures continue]

[Signature Page to Trademark Security Agreement]

LEARNING A-Z, LLC

By: Barbara Benson
Name: Barbara Benson
Title: Chief Financial Officer

VOYAGER SOPRIS LEARNING, INC.

By: Barbara Benson
Name: Barbara Benson
Title: Chief Financial Officer

VSS-CAMBIUM HOLDINGS II CORP.

By: Barbara Benson
Name: Barbara Benson
Title: Chief Financial Officer

VSS-CAMBIUM HOLDINGS IV, LLC

By: Barbara Benson
Name: Barbara Benson
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Acknowledged and agreed to as of the date first above written.

ADMINISTRATIVE AGENT:

WEBSTER BANK, N.A.

By: 

Name: André Paquette


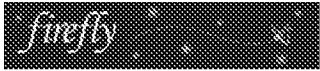


Title: Senior Vice President



[Signature Page to Trademark Security Agreement]





SCHEDULE I




Registered and Pending Federal and International Marks

US TRADEMARKS

Mark	Registration or Serial Number
CAMBIUM LEARNING	3,051,380
CAMBIUM LEARNING TECHNOLOGIES	3,711,800
COLLEAGUE IN THE CLASSROOM	2874724
EDPLICITY	4532895
EXPLORELEARNING	4,342,141
FIREFLY	4249753
 (Firefly Design)	4490224
 (Firefly Banner)	4490225
 (Firefly Design)	4483329
	3957248
GIZMO	3,961,960
HEADSPROUT	2858200
THE HERMAN METHOD	2904503
KURZWEIL 3000	3,976,981
KURZWEIL 3000 LEARNSTATION	2,977,602
KURZWEIL EDUCATIONAL SYSTEMS	3956306


LANGUAGE!	3776585
LETRS	3128544
PASSPORT READING JOURNEYS	3706968
PROBLEM SOLVING STEP BY STEP	2862154
READ WELL	2823128
REFLEX	4,342,142
REWARDS	3190657
RIDE	3200138
SHOWTIME!	4476270
SOLO	3197514
 (Soprism design/double diamond, w/o claim to particular color)	3257416
SPROUT STORY	3888113
STEP UP TO WRITING	2558492
STOP AND THINK	3526181
	3526182

TICKET TO READ	3593583
TICKET TO READ	3702174
TIMEWARP	3076517
TRANSMATH	3587549
 (V & Design)	2779424
VIAJES	3088079
VIP	2626404
VMATH	3113016
 (VMATH MATH INTERVENTION THAT WORKS & Design)	3778556
VMATHLIVE	3537700
VOCABJOURNEY	3769145
 (VOYAGER and Design)	4217045
 (VOYAGER PASAPORTE & Design)	3747247





VOYAGER PASSPORT	3655338
	3747246
VOYAGER U	2848412
VOYAGER UNIVERSAL LITERACY SYSTEM	2749505
VPORT	3336348
	3341306
KURZWEIL	4830947
LEARNING A-Z	4849492
RAZ-KIDS	4849493
SCIENCE A-Z	4849494
VOYAGER EXPANDED LEARNING	2129258
LANGUAGE! LIVE	86783992
POWER PASS	86696809
READINGSCAPE	86696786
VOYAGER PASAPORTE and Design 	86548769
VOYAGER SOPRIS LEARNING	86551922
WE CAN [EARLY LEARNING CURRICULUM] with Design (Color)	86547568

LEARNINGNOW	3792827
ELEARNING THAT WORKS!	3986418
KURZWEIL EDUCATION	86/811207
RESEARCHED. TESTED. GUARANTEED.	3779651
SPROUT GAMES	3868761

CANADIAN TRADEMARKS

Mark	Registration or Serial Number
FIREFLY	CIPO App. No. 1,627,732
KURZWEIL 1000	CIPO App. No. 1,627,506
KURZWEIL 3000 LEARNSTATION	CIPO TMA667,947
TICKET TO READ	TMA834,436
TIMEWARP	TMA725,035
VPORT	TMA733,831
SOLO	TMA724,230
	TMA 892,072
REFLEX	Reg. No. TMA 892,073

TRADEMARKS IN OTHER JURISDICTIONS

Mark	Registration or Serial Number and Jurisdiction
FIREFLY	012295002 (CTM)
FIREFLY	Hong Kong 302743362
FIREFLY	Hong Kong 302762064
FIREFLY	China 13307460
FIREFLY	CTM 012295002
 (No color claimed)	CTM 012295044
 (NOTE however: drawing is in black and white, no color claimed)	Hong Kong 302743371
 (NOTE however: drawing is in black and white, no color claimed)	Hong Kong 302762073
 (NOTE however: drawing is in black and white, no color claimed)	China 13307437

KURZWEIL 3000	Hong Kong 302743353
KURZWEIL 3000	China 13307498
PASSPORT READING JOURNEYS	1,080,204 (Australia)
SOLO	2,403,126 (United Kingdom)
SPROUT STORIES	3895558 Madrid No. 0892093
TICKET TO READ	1,226,063 (Australia)
TICKET TO READ	6,564,185 (China)
TICKET TO READ	6,564,184 (China)
TICKET TO READ	2,480,674 (United Kingdom)
TIMEWARP	1,080,205 (Australia)
TIMEWARP	2,403,253 (United Kingdom)
VPORT	1,095,550

	(Australia)
VPORT	2,411,385 United Kingdom)