

FORM PTO-1594 (modified) U.S. DEPARTMENT OF COMMERCE
(Rev 03/01) **RECORDATION FORM COVER SHEET** U.S. Patent and Trademark Office
TRADEMARKS ONLY

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):
The Aristotle Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional conveying party(ies) **NO**

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: **October 31, 2003**

2. Name and address of receiving party(ies):

Name: **Bank One, N.A.**
Internal Address:
Street Address: **111 East Wisconsin Avenue**
City: State: Zip: **Milwaukee, WI 53202**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)
76/247,289

B. Trademark Registration No.(s)
950342, 951902, 1120894, 886960, 1262085, 852990, 864758, 1562034, 1644334, 1682924, 1888237, 1844361, 1881897, 2038404, 2020675, 2220604, 2706685, 2033277, 2688412, 2296518

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Mark J. Diliberti**
Internal Address: **FOLEY & LARDNER LLP**
Street Address: **777 East Wisconsin Avenue, Suite 3800**
City: **Milwaukee** State: **Wisconsin** Zip: **53202-5306**

6. Total number of applications and registrations involved: **21**

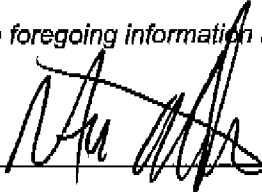
7. Total fee (37 C.F.R. § 3.41): **\$540.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
06-1447

DO NOT USE THIS SPACE

9. Statement and signature:
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mark J. Diliberti  **March 10, 2004**

Name of person signing Signature Date

Total number of pages including cover sheet, attachments, and document: 8

CH \$640.00 061447 76247289

SECURITY AGREEMENT (TRADEMARK)

THIS SECURITY AGREEMENT (TRADEMARK) is entered into as of October 31, 2003 by and between The Aristotle Corporation, a Delaware corporation (the "Borrower"), and Bank One, NA, a national banking association having its principal office in Chicago, Illinois, in its capacity as agent (the "Agent"), for the Lenders and LC Issuer party to the Credit Agreement referred to below.

PRELIMINARY STATEMENT

The Borrower, the Agent, the Lenders and Bank One, NA, as LC Issuer, have entered into a Credit Agreement dated as of October 15, 2003 (as it may be amended, restated or otherwise modified from time to time, the "Credit Agreement"). The Borrower has entered into a Pledge and Security Agreement (as it may be amended, restated or otherwise modified from time to time, the "Borrower Security Agreement") in order to induce the Lenders and the LC Issuer to enter into and extend credit to the Borrower under the Credit Agreement and is entering into this Security Agreement (Trademark) (as it may be amended, restated or otherwise modified from time to time, this "Agreement") to, among other things, confirm and ratify its grant to the Agent of a continuing security interest in the Trademark Collateral (as defined below).

ACCORDINGLY, the Borrower and the Agent, on behalf of the Lenders and the LC Issuer, hereby agree 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. Confirmation and Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby confirms the Borrower's grant of a security interest in the Intellectual Property Rights (including, without limitation, the Trademark Collateral defined below) pursuant to the Borrower Security Agreement and, without limiting such grant, hereby pledges and grants to the Agent, for its benefit and the ratable benefit of the Lenders and the LC Issuer, to secure the prompt and complete payment and performance of the Secured Obligations (as defined in the Borrower Security Agreement), a continuing security interest in and to all right, title and interest of the Borrower in and to any and all of the following, whether now or hereafter existing or acquired (the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, 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 foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Borrower against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Representations and Warranties. The Borrower represents and warrants to the Agent and the Lenders that, with respect to any Trademark Collateral, the loss, impairment or infringement of which could reasonably be expected to have a Material Adverse Effect:

(a) Such Trademark Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;

(b) Such Trademark Collateral is valid and enforceable;

(c) The Borrower has made all necessary filings and recordations to protect its interest in such Trademark Collateral, including, without limitation, recordations of all interests in the Trademark Collateral in the United States Patent and Trademark Office and in corresponding offices throughout the world;

(d) The Borrower is the exclusive owner of the entire and unencumbered right, title and interest in and to such Trademark Collateral and no claim has been made that the use of Trademark Collateral does or may violate the asserted rights of any third party; and

(e) The Borrower has performed and will continue to perform all acts and has paid and will continue to pay all required fees and taxes to maintain each and every item of Trademark Collateral in full force and effect throughout the world, as applicable.

The attachments hereto contain true and complete listings and descriptions of all of the Trademark Collateral.

SECTION 4. Covenants.

(a) The Borrower shall not, and the Borrower shall not permit any of its licensees to, unless the Borrower shall either (i) reasonably and in good faith determine (and

notice of such determination shall have been delivered to the Agent) that any of the Trademark Collateral is of negligible economic value to the Borrower, or (ii) have a valid business purpose to do otherwise:

- i. Fail to continue to use any of the Trademark Collateral in order to maintain all of the Trademark Collateral in full force free from any claim of abandonment for non-use;
- ii. Fail to maintain as in the past the quality of products and services offered under all of the Trademark Collateral;
- iii. Fail to employ all of the Trademark Collateral registered with any federal or state or foreign authority with an appropriate notice of such registration;
- iv. Adopt or use any other Trademark which is confusingly similar or a colorable imitation of any of the Trademark Collateral;
- v. Use any of the Trademark Collateral registered with any federal or state or foreign authority except for the uses for which registration or application for registration of all of the Trademark Collateral has been made; and
- vi. Do or permit any act or knowingly omit to do any act whereby any of the Trademark Collateral may lapse or become invalid or unenforceable.

(b) The Borrower shall notify the Agent immediately if it knows, or has reason to know, that any application or registration relating to any material item of the Trademark Collateral may become abandoned or dedicated to the public or placed in the public domain or invalid or unenforceable, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, or any foreign counterpart thereof or any court) regarding the Borrower's ownership of any of the Trademark Collateral, its right to register the same or to keep and maintain and enforce the same.

(c) The Borrower shall, on or before the 30th day following the end of each of the Borrower's fiscal quarters, provide the Agent with written notice of any filing during such quarter by the Borrower or any of its agents, employees, designees or licensees of any application for the registration of any Trademark Collateral with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, and upon request of the Agent, shall execute and deliver any and all agreements, instruments, documents and papers as the Agent may reasonably request to evidence the Agent's security interest in such Trademark Collateral and the goodwill and general intangibles of the Borrower relating thereto or represented thereby.

(d) The Borrower shall take all reasonably necessary steps, including in any proceeding before the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue any application (and to obtain the relevant registration) filed with respect to, and to maintain any registration of the Trademark Collateral, including the filing of applications for renewal,

affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings and the payment of fees and taxes (except to the extent that dedication, abandonment or invalidation is permitted under the foregoing clause (a)).

SECTION 5. Security Agreement. This Agreement has been executed and delivered by the Borrower for the purpose of, among other things, ratifying and confirming the grant of a security interest in the Trademark Collateral to the Agent for the benefit of the Lenders and the LC Issuer and registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and, at the request of the Required Lenders, corresponding offices in other countries of the world. The security interest confirmed and granted hereby has been confirmed and granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the benefit of each Lender and the LC Issuer under the Borrower Security Agreement. The Borrower Security Agreement (and all rights and remedies of the Agent and each Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 6. Release of Security Interest. Upon termination of the Borrower Security Agreement in accordance with Section 8.12 thereof, the Agent shall, at the Borrower's expense, execute and deliver to the Borrower all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 7. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted and confirmed hereby are more fully set forth in the Borrower 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.

SECTION 8. 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Borrower and the Agent have executed this Agreement as of the date first above written.

THE ARISTOTLE CORPORATION, as
Borrower

By: _____

Title: President

BANK ONE, NA, as Agent

By: _____

Title: First Vice President

[Signature Page 1 of 1 to Security Agreement (Trademark)]

ATTACHMENT 1
to
Security Agreement (Trademark)

Item A. Trademarks

Registered Trademarks

| Country | Trademark | Registration No. | Registration Date |
|-------------|-----------------------------|------------------|-------------------|
| U.S.A. | Life Form & Design | 950,342 | 01/09/73 |
| U.S.A. | Life Form | 951,902 | 01/30/73 |
| U.S.A. | Sludge Judge | 1,120,894 | 06/26/79 |
| U.S.A. | Nasco | 886,960 | 03/03/70 |
| U.S.A. | Thio-Bag | 1,262,085 | 12/27/83 |
| U.S.A. | Whirl-Pak | 852,990 | 07/23/68 |
| U.S.A. | Nasco Guard | 864,758 | 02/18/69 |
| U.S.A. | CPaRlene & Design | 1,562,034 | 10/24/89 |
| U.S.A. | TRANS-PAK | 1,644,334 | 05/14/91 |
| U.S.A. | Pro-Sect | 1,682,924 | 04/14/92 |
| U.S.A. | SciQuest | 1,888,237 | 04/11/95 |
| U.S.A. | BioQuest | 1,844,361 | 07/12/94 |
| U.S.A. | ChemQuest | 1,881,897 | 03/07/95 |
| U.S.A. | Speci-Sponge | 2,038,404 | 02/18/97 |
| U.S.A. | Classroom Challenger | 2,020,675 | 12/03/96 |
| U.S.A. | Paper-Fer-Shapen | 2,220,604 | 01/26/99 |
| U.S.A. | Summit Learning & Design | 2,706,685 | |
| U.S.A. | Techquest | 2,033,277 | |
| U.S.A. | Summit Learning | 2,688,412 | |
| U.S.A. | Ready-Or-Not-Tot | 2,296,518 | 11/30/99 |
| Australia | Whirl-Pak | A248,142 | 05/06/78 |
| Canada | Whirl-Pak | TMA160,680 | 01/24/69 |
| Canada | LifeForm | TMA192,601 | 07/13/73 |
| Canada | Nasco | TMA193,591 | 08/24/73 |
| Canada | Thio-Bag | TMA404,241 | |
| Canada | Nasco-Guard | TMA168,922 | |
| New Zealand | Whirl-Pak | 96,644 | 04/14/71 |

Pending Trademark Applications

| Country | Trademark | Serial No. | Filing Date |
|---------|------------------|------------|-------------|
| U.S.A. | River to the Sea | 76/247,289 | |

Trademark Applications in Preparation

| Country | Trademark | Expected Docket No. | Products/Filing Date | Services |
|---------|-----------|---------------------|----------------------|----------|
| None. | | | | |

Item B. **Trademark Licenses**

| Country or Territory | Expiration Trademark | Licensor | Licensee | Effective Date | Date |
|----------------------|----------------------|----------|----------|----------------|------|
| None. | | | | | |