

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

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

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Bank One, N.A.

Internal Address: 111 East Wisconsin Avenue
Street Address: _____
City: Milwaukee State: WI Zip: 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 separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other To correct an error made in a previously recorded document

Execution Date: October 31, 2003

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

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

B. Trademark Registration No.(s)
852990, 864758, 886960, 950342, 951902, 1,120,894, 1,262,085, 1,562,034, 1,644,334, 1,682,924, 1,844,361, 1,881,897, 1,888,237, 2,020,675, 2,033,277, 2,038,404, 2,220,604, 2,296,518, 2,688,412, 2,706,685

Additional number(s) attached Yes No

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

Internal Address: Boyle, Fredrickson, Newholm, Stein & Gratz, S.C.

Street Address: 250 East Wisconsin Avenue, Suite 1030

City: Milwaukee State WI Zip: 53202

6. Total number of applications and registration involved:

7. Total fee (37 CFR 3.41) \$540.00
 Previously paid (see attached)
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

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.

Cobby J. Shereff [Signature] 10/1/04
Name of Person Signing Signature Date

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

MAR. 11. 2004 9:59AM 33RD FLOOR

NO. 294 P. 2/9
Atty. Dkt. No. 031275-0269

FORM PTO-1594 (modified) (Rev. 03/01)		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
RECORDATION FORM COVER SHEET 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 <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional conveying party(ies) NO		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 <input type="checkbox"/> Individual(s) citizenship <input checked="" type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: October 31, 2003			
4. Application number(s) or patent number(s): A. Trademark Application No.(s) <p style="text-align: center;">76/247,289</p>		B. Trademark Registration No.(s) <p style="text-align: center;">950342, 951902, 1120894, 886960, 1262085, 852890, 864758, 1562034, 1644334, 1682924, 1888237, 1844361, 1881897, 2038404, 2020675, 2220604, 2706685, 2033277, 2688412, 2298518</p>	
Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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): \$640.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account	
		8. Deposit account number: 08-1447	
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.			
Name of person signing Mark J. Diliberti		Signature 	Date March 10, 2004
Total number of pages including cover sheet, attachments, and document: 8			

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NO. 294 P. 3/3

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

MAR. 11. 2004 10:00AM 33RD FLOOR

NO. 294 P. 4/9

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 recordings to protect its interest in such Trademark Collateral, including, without limitation, recordings 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

MAR. 11. 2004 10:00AM 33RD FLOOR

NO. 294 P. 5/9

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,

MAR. 11. 2004 10:00AM 33RD FLOOR

NO. 294 P. 6/9

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]

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NO. 294 P. 7/9

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: [Signature]
Title: President

BANK ONE, NA, as Agent

By: [Signature]
Title: First Vice President

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

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NO. 294 P. 8/9

ATTACHMENT 1
to
Security Agreement (Trademark)

Item A. TrademarksRegistered 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-Per-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

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NO.294 P.9/9

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.					

TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrations of:)
)
THE ARISTOTLE CORPORATION)

Appln. No. 76/247,289	Reg. No. 1,844,361
Reg. No. 852990	Reg. No. 1,881,897
Reg. No. 864758	Reg. No. 1,888,237
Reg. No. 886960	Reg. No. 2,020,675
Reg. No. 951902	Reg. No. 2,033,277
Reg. No. 950342	Reg. No. 2,038,404
Reg. No. 1,120,894	Reg. No. 2,220,604
Reg. No. 1,262,085	Reg. No. 2,296,518
Reg. No. 1,562,034	Reg. No. 2,688,412
Reg. No. 1,644,334	Reg. No. 2,706,685
Reg. No. 1,682,924	

DECLARATION

COMMISSIONER FOR TRADEMARKS
2900 Crystal Drive
Arlington, VA 22202-3513

Sir:

Dean T. Johnson, Vice President and Chief Financial Officer of registrant,
declares:

1. On October 28, 2002 the above-identified trademark
application/registrations were conveyed via "Merger" from the original registrant, Nasco
International, Inc. to The Aristotle Corporation. The Merger was recorded at Reel 2622,
Frame 0890.

2. On October 31, 2003 The Aristotle Corporation granted Bank One, N.A.
a Security Interest in the above-identified application/registrations.

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The Aristotle Corporation

3. On March 11, 2004, the U.S. Patent and Trademark Office incorrectly recorded the Security Interest as an "Assignment of the Entire Interest" even though the recordation cover sheet listed the transaction as a "Security Agreement".

3. The owner of the above-identified trademark application/registrations continues to be The Aristotle Corporation.

4. This Declaration is submitted in support of the attached corrected cover sheet which reflects that Bank One N.A. was granted a Security Interest of the above-identified trademark application/registrations, not assignment of the entire interest.

5. The undersigned respectfully requests that the records of the U.S. Patent and Trademark Office be corrected to indicate that the transaction recorded March 11, 2004 was in the nature of a "Security Agreement".

The undersigned being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that he is properly authorized to execute this Declaration on behalf of the applicant, that he believes the applicant to be the owner of the mark sought to be registered, that the mark is now in use in commerce, and that all statements made of his own knowledge are true and all statements made on information and belief are believed to be true.

Dated: Sep 29, 2004



Dean T. Johnson
Vice President and Chief Financial Officer



BOYLE
FREDRICKSON
NEWHOLM
STEIN & GRATZ LLC

SUITE 1030
250 EAST WISCONSIN AVENUE
MILWAUKEE, WI 53202
PHONE: 414.225.9755 FAX: 414.225.9753
E-MAIL: MAIL@BOYLEFRED.COM

INTELLECTUAL PROPERTY LAW

COBBY J. SHEREFF
DIRECT DIAL: 414-225-1678
cjs@boylefred.com

October 1, 2004

U.S. Patent and Trademark Office
Assignment Division
Box Assignments
CG-4
1213 Jefferson Davis Hwy., Suite 320
Washington, D.C. 20231

Via Telefax
1-703-306-5995

Re: Appln. No. 76/247,289	Reg. No. 1,844,361
Reg. No. 852990	Reg. No. 1,881,897
Reg. No. 864758	Reg. No. 1,888,237
Reg. No. 886960	Reg. No. 2,020,675
Reg. No. 950342	Reg. No. 2,033,277
Reg. No. 951902	Reg. No. 2,038,404
Reg. No. 1,120,894	Reg. No. 2,220,604
Reg. No. 1,262,085	Reg. No. 2,296,518
Reg. No. 1,562,034	Reg. No. 2,688,412
Reg. No. 1,644,334	Reg. No. 2,706,685
Reg. No. 1,682,924	

Dear Sir or Madam:

Attached are the following documents:

1. Cover Sheet dated October 1, 2004. This document is submitted in compliance with Section 503.06(c) of the TMEP which directs that in order to correct an Assignment improperly filed and recorded, the owner should "check the box entitled 'Other' in area of the Cover Sheet requesting the nature of conveyance and indicate that the submission is to correct an error made in a previously recorded document that erroneously effects the identified application or registration."
2. A copy of the Cover Sheet dated March 10, 2004 which indicates that the assignment recorded at Reel 2811, Frame 0315 on March 11, 2004 should have been entered as a "Security Agreement".

U.S. Patent and Trademark Office
Assignment Division
October 1, 2004
Page - 2 -

3. A copy of the Security Agreement upon which the March 10, 2004 Cover Sheet was based.
4. U.S. Patent and Trademark Office Assignment records incorrectly reflect these conveyances as "Assigns The Entire Interest", rather than "Security Interest" as specified on the Recordation Cover Sheet and supporting Security Agreement.
6. A Declaration from the owner of the registrations/application listed on the Cover Sheet in compliance with Section 503.06(c) of the TMEP which includes a summary of the true chain of title. This document makes it clear that the chain of title for these registrations/application should not be considered altered by the incorrect Recordation and that the owner, The Aristotle Corporation, has been and continues to be the owner of the registrations/application at issue.

In summary, we respectfully request correction of the U.S. Patent and Trademark Office records to reflect conveyance of a "Security Interest", rather than ownership, to Bank One, N.A., and reflect ownership of the following U.S. Trademark Application and Registrations to The Aristotle Corporation:

Appln. No. 76/247,289	Reg. No. 1,844,361
Reg. No. 852990	Reg. No. 1,881,897
Reg. No. 864758	Reg. No. 1,888,237
Reg. No. 886960	Reg. No. 2,020,675
Reg. No. 950342	Reg. No. 2,033,277
Reg. No. 951902	Reg. No. 2,038,404
Reg. No. 1,120,894	Reg. No. 2,220,604
Reg. No. 1,262,085	Reg. No. 2,296,518
Reg. No. 1,562,034	Reg. No. 2,688,412
Reg. No. 1,644,334	Reg. No. 2,706,685
Reg. No. 1,682,924	

U.S. Patent and Trademark Office
Assignment Division
October 1, 2004
Page - 2 -

If questions remain after consideration of this correspondence and the attachments, the Assignment Division is respectfully requested to contact the undersigned by telephone.

Very truly yours,

Handwritten signature of Cobby J. Shereff, consisting of the letters 'CJS' followed by a vertical line.

Cobby J. Shereff

CJS:dmo
Attachments