

10-14-2004

Form PTO-1594

(Rev 6-93)



HEET

U.S. Department of Commerce

Recordation Ref. Number - 1027.

102858404

RE

Patent and Trademark Office

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

1. Name of conveying party(ies):

COMPASSLEARNING, INC.

- Individual(s)
- General Partnership
- *Corporations
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- * Security Agreement
- Other
- Merger
- Change of Name

Execution Date: March 29, 2004

4/8/04

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

Name: CREDIT SUISSE FIRST BOSTON, as administrative agent

Street Address: Eleven Madison Avenue

City: New York State: NY ZIP: 10010

Country: _____

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- * Other bank, financial institution

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 trademark number(s): SEE SCHEDULE IV

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s) SEE SCHEDULE IV

B. Trademark No.(s) SEE SCHEDULE IV

Additional numbers attached * Yes No

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

Name: Robert E. Rude II
Internal Address: Mayer Brown Rowe & Maw LLP

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 101

7. Total fee (37 CFR 3.41): \$ 2,540.00

* Enclosed (Check No. 3045)

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.

Robert E. Rude II
Name of Person Signing

Robert E. Rude II
Signature

October 2, 2004
Date

Total number of pages comprising cover sheet and document attachments: 16

Item A. TrademarksAustralia

<u>Mark</u>	<u>Serial No.</u>	<u>Date</u>	<u>@ Number</u>	<u>Date</u>	<u>Other</u>	<u>Status</u>
CompassLearning	829284	3/27/00				Pending
CompassLearning & Design	829282	3/27/00				Pending
Assessment Designer	796210	6/4/99			RN 06/04/09	Abandoned
Compass	710447	6/12/96			RN 06/12/06	Pending
Compass Worldwide	761158	5/4/96			RN 05/04/06	Pending
Design of Tree	761668	5/8/99	761668	1/25/99	RN 05/08/09	Registered
JCAT	761159	5/4/98	761159	12/18/98	RN 05/04/08	Registered
Tomorrow's Promise	752687	1/14/98	752687	8/31/98	RN 01/14/08	Registered
Worldware	775431	10/13/98	775431	2/12/98	RN 10/13/08	Registered

Brunei

<u>Mark</u>	<u>Serial No.</u>	<u>Date</u>	<u>@ Number</u>	<u>Date</u>	<u>Other</u>	<u>Status</u>
CompassLearning	33473	9/23/00				Pending
CompassLearning	334743	9/23/00				Pending
CompassLearning	31621	4/26/00				Pending
CompassLearning & Design	31623	4/26/00				Pending
CompassLearning & Design	33482	9/23/00				Pending
Miscellaneous Design	33481	9/23/00				Pending
Miscellaneous Design	31622	4/26/00				Pending
Miscellaneous Design	33481	9/23/00				Pending
Assessment Designer	30,031	6/3/99				Pending
Compass	29,032	2/24/99				Pending
Compass Worldwide	29,205	4/21/98				Pending
Design of Tree	28,201	4/21/98				Pending
Design of Tree	29,202	4/21/98				Pending
JCAT	29,206	4/21/98	24,991	4/21/99	RN 04/21/05	Registered
Tomorrow's Promise	29,031	2/24/98	24,314	2/24/99	RN 02/24/05	Registered
Worldware	29,894	11/24/98				Pending

Brunei

<u>Mark</u>	<u>Serial No.</u>	<u>Date</u>	<u>® Number</u>	<u>Date</u>	<u>Other</u>	<u>Status</u>
Writing Expedition	29,204	4/21/98				Pending
Writing Expedition	29,202	4/21/98				Pending

Canada

<u>Mark</u>	<u>Serial No.</u>	<u>Date</u>	<u>® Number</u>	<u>Date</u>	<u>Other</u>	<u>Status</u>
CompassLearning	1052290	3/24/00				Pending
CompassLearning & Design	1052288	3/24/00				Pending
Miscellaneous Design	1052288	3/24/00				Pending
Assessment Designer	1,017,274	5/31/99				Pending
Compass	977,358	5/6/99				Pending
Compass Worldware	977,187	5/6/98				Pending
Center Software	567,467	5/6/94				Abandoned
Design of Tree	877,196	5/6/99				Pending
JCAT	877,239	5/6/99				Pending
Microsystem80	452,173	11/26/80	291,816	6/8/84	RN 06/09/99	Abandoned
System80	379,418	10/1/74	209,350	10/10/75	5N 10/10/05	Abandoned
Tomorrow's Promise	877,185	6/5/99				Pending
Worldware	894,306	10/22/95				Pending
Writing Expedition	977,357	5/6/99				Pending

China

<u>Mark</u>	<u>Serial No.</u>	<u>Date</u>	<u>® Number</u>	<u>Date</u>	<u>Other</u>	<u>Status</u>
A+dvantage Worldware	950112050	9/1/95				Abandoned
Design of Tree	950110123	9/1/95				Abandoned
Learning First	950118235	9/1/95				Abandoned

France

<u>Mark</u>	<u>Serial No.</u>	<u>Date</u>	<u>® Number</u>	<u>Date</u>	<u>Other</u>	<u>Status</u>
Center Software	34-523,327	6/7/94	94529527	6/7/84	RN 06/07/94	Registered

Hong Kong

<u>Mark</u>	<u>Serial No.</u>	<u>Date</u>	<u>® Number</u>	<u>Date</u>	<u>Other</u>	<u>Status</u>
A+dvantage Worldware	95 10658	9/23/95	86072/1998	2/2/95	RN 02/01/02	Registered
Design of Tree	95 10667	9/23/95	1296/1997	9/22/95	RN 08/23/02	Registered

22

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Hong Kong

Learning First	92 11502	9/12/99			RN 09/13/02	Pending
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Indonesia

<u>Mark</u>	<u>Serial No.</u>	<u>Date</u>	<u>® Number</u>	<u>Date</u>	<u>Other</u>	<u>Status</u>
Compass:Learning	DOO2771 9	11/20/00	491462	9/27/01		Registered
Compass:Learning	JOO27715	11/20/00	491458	9/27/01		Registered
Compass:Learning	DOO2772 0	11/20/00	491463	9/27/01		Registered
Compass:Learning & Design	DOO1632 2	7/24/00	482072	7/5/01		Registered
Compass:Learning & Design	DOO1632 3	7/24/00	482073	7/24/00		Registered
Compass:Learning & Design	DOO1632 4	7/24/00	482074	7/5/01		Registered
Miscellaneous Design	DOO2771 7	11/20/00	491460	9/27/01		Registered
Miscellaneous Design	JOO27716	11/20/00	491459	9/27/01		Registered
Miscellaneous Design	DOO2771 8	11/20/00	491461	9/27/01		Registered
A+dvantage Worldware	D96 18772	9/4/96	354704	9/4/95	RN 09/04/05	Registered
Assessment Designer	D99-12347	7/13/99				Pending
Compass	D99-2472	2/17/99				Pending
Compass Worldware	D96 07733	4/27/98				Pending
Design of Tree	J98 16035	9/7/95	30136	5/5/96	RN 09/07/05	Registered
JCAT	D99 07734	4/27/98				Pending
Learning First	D95 15771	9/4/95	260510	9/4/95	RN 02/04/05	Registered
Tomorrow's Promise	D98 2478	2/17/98				Pending
Worldware	D98 15917	11/6/99				Pending
Writing Expedition	D98 07732	4/27/98				Pending
Writing Expedition	2304/98	4/8/95				Pending

Ireland

<u>Mark</u>	<u>Serial No.</u>	<u>Date</u>	<u>® Number</u>	<u>Date</u>	<u>Other</u>	<u>Status</u>
Compass:Learning	200001224	4/5/00	221017	4/5/00		Registered
Compass:Learning & Design	200001226	4/5/00	218783	4/5/00		Registered
Miscellaneous Design	200001225	4/5/00				Pending

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Indonesia

Compass	96/3961	6/12/96	173124	6/12/96	RN 06/12/03	Registered
Compass Worldware	96/2924	7/15/98			RN 07/15/05	Pending
Design of Tree	98/3925	7/15/98			RN 07/15/05	Pending
Learning Expedition	96/4375	07/12/96	202178	7/12/96	RN 07/12/05	Registered
NCAT	98/1437	4/15/98			RN 04/15/05	Pending
Tomorrow's Promise	97/4604	12/19/97			RN 12/19/04	Pending
Worldware	2179233	10/9/98			RN10/03/05	Pending
Writing Expedition	96/4376	7/12/96	202179	7/12/96	RN 07/12/06	Registered

Japan

<u>Mark</u>	<u>Serial No.</u>	<u>Date</u>	<u>@ Number</u>	<u>Date</u>	<u>Other</u>	<u>Status</u>
Compass						Proposed

Malaysia

<u>Mark</u>	<u>Serial No.</u>	<u>Date</u>	<u>@ Number</u>	<u>Date</u>	<u>Other</u>	<u>Status</u>
CompassLearning	200004815					Pending
CompassLearning	00/04816	4/12/00				Pending
CompassLearning & Design	00/04819	4/12/00				Pending
CompassLearning & Design	200004822	4/19/00				Pending
CompassLearning & Design	20004818	4/19/00				Pending
Miscellaneous Design	200004820	4/19/00				Pending
Miscellaneous Design	200004821	4/19/00				Pending
Miscellaneous Design	200004823	4/19/00				Pending
A+dvantage Worldware	9175/95	9/5/95			RN 09/05/05	Pending
Assessment Designer	99/05346	6/15/99			RN 05/19/05	Pending
Compass	95/06076	7/18/96				Pending
Compass Worldware	99/05613	5/8/99			RN 03/00/05	Pending
Design of Tree	93/09669	5/14/95	05/05668	7/18/96	RN 09/14/03	Registered
JCAT	95/05611	6/8/98			RN 06/08/05	Pending
Learning Expedition	97/16819	11/21/97			RN 11/21/04	Pending
Learning First	95/09638	9/12/96			RN 09/13/02	Pending
Tomorrow's Promise	99/00802	1/20/98			RN 01/20/06	Pending
Worldware	98/13772	11/28/98			RN11/28/03	Pending
Writing Expedition	98/05612	5/8/98			RN 05/08/05	Pending

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Malaysia

Writing Expedition	87/16816	11/21/97			RN 11/21/04	Pending
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Mexico

<u>Mark</u>	<u>Serial No.</u>	<u>Date</u>	<u>@ Number</u>	<u>Date</u>	<u>Other</u>	<u>Status</u>
CompassLearning & Design	479166	4/3/01	738047	3/14/02		Registered
CompassLearning & Design	479164	4/3/01	738045	3/14/02		Registered
CompassLearning & Design	479165	4/3/01	738046	3/14/02		Registered

Singapore

<u>Mark</u>	<u>Serial No.</u>	<u>Date</u>	<u>@ Number</u>	<u>Date</u>	<u>Other</u>	<u>Status</u>
CompassLearning	T0005239J	3/30/00	T0005239J	3/30/00		Registered
CompassLearning	5240/00	3/30/00	T0005240D	3/30/00		Registered
CompassLearning	5241/00	3/30/00	T0005241B	3/30/00		Registered
CompassLearning & Design	5242/00	3/30/00	05242J	3/30/00		Registered
CompassLearning & Design	5234/00	3/30/00	05243I	3/30/00		Registered
CompassLearning & Design	T0005244G	3/30/00	T0005244G	3/30/00		Registered
Miscellaneous Design	5236/00	3/30/00	T0005236F	3/30/00		Registered
Miscellaneous Design	5237/00	3/30/00	T0005238B	3/30/00		Registered
Miscellaneous Design	5237/00	3/30/00	T00052	3/30/00		Registered
A+dvantage Worldware	9443/95	9/4/95			RN 09/04/05	Pending
Assessment Designer	T99/066379	5/25/99			RN 06/25/03	Pending
Compass	7454/96	7/19/96			RN 07/19/06	Pending
Compass Worldware	3302/96	4/5/98			RN 04/06/08	Pending
Design of Tree	8407/96	9/2/98	8407/95	9/2/95	RN 09/02/08	Registered
JCAT	3305/96	4/2/98			RN 04/09/05	Pending
Learning First	9934/95	9/12/96			RN 09/16/05	Abandoned
Tomorrow's Promisc	15161/97	12/12/97			RN 12/12/07	Pending
Worldware	12024/98	12/1/99			RN 12/01/09	Pending
Writing Expedition	3303/95	4/9/98			RN 04/09/02	Pending

Taiwan

<u>Mark</u>	<u>Serial No.</u>	<u>Date</u>	<u>@ Number</u>	<u>Date</u>	<u>Other</u>	<u>Status</u>
A+dvanage Worldware	94-44705	8/30/95				Abandoned
Design of Tree	94-47275	9/19/95				Abandoned
Learning First	94-44009	9/30/95	739935	12/16/96	RN 12/15/05	Registered

United Kingdom

<u>Mark</u>	<u>Serial No.</u>	<u>Date</u>	<u>@ Number</u>	<u>Date</u>	<u>Other</u>	<u>Status</u>
CompassLearning	2227354	3/28/00				Pending
CompassLearning & Design	2227451	3/28/00				Pending
Miscellaneous Design	2227452	3/28/00	227452	3/28/00		Registered
A+dvanage Worldware	2032589	9/1/95	2032399	9/1/95	RN 09/01/05	Registered
Assessment Designer	2199674	6/10/99				Abandoned
Compass	2103147	6/12/96	2101167	6/12/96	RN 06/12/06	Registered
Compass Management System	2117672	12/5/96	2117672	12/5/96	RN 12/04/05	Registered
Compass-Worldware	2172279	7/16/95			RN 07/16/09	Pending
Center Software	1674184	6/6/94			RN 06/06/01	Abandoned
Design of Tree	2031172	5/21/95	2031172	9/21/95	RN 05/21/05	Registered
Learning Expedition	2106235	7/26/96	2106235	7/26/96	RN 07/26/05	Registered
Learning First	2033465	9/14/95			RN 09/14/05	Abandoned
MCAT	2163913	4/9/96	2163913	4/9/96	RN 04/09/08	Registered
Tomorrow's Promise	2192372	11/26/97	2152272	11/28/97	RN 11/28/07	Registered
Worldware	2179333	10/9/95	2179333	10/9/95	RN 10/09/06	Registered
Writing Expedition	2106237	7/26/96	2106237	7/26/96	RN 07/26/06	Registered

United States

<u>Mark</u>	<u>Serial No.</u>	<u>Date</u>	<u>@ Number</u>	<u>Date</u>	<u>Other</u>	<u>Status</u>
Assessment Designer	75/633167	2/2/99	2495147	10/2/01	RN 10/02/07 RN 10/02/11	Registered
Better Technology for Improved Student Achievement	78/314669	10/16/03				Pending
Better Technology for Improved Student Achievement	78/314674	10/16/03				Pending

United States

<u>Mark</u>	<u>Serial No.</u>	<u>Date</u>	<u>® Number</u>	<u>Date</u>	<u>Other</u>	<u>Status</u>
Better Technology for Improved Student Achievement	78/314666	10/16/03				Pending
Brain Buzzers	78/161958	9/9/03				Pending
Bridgenet	76/334593	11/05/01	2715196	5/13/03	RN 05/13/09 RN 05/13/13	Registered
Classroom Essentials	75/459879	3/31/98	2240746	4/20/99	RN 04/20/05 RN 04/20/09	Registered
Compass	75/439993	9/24/93	2053034	4/15/97	RN 04/15/07	Registered
Compass Virtual Classroom	75/668976	3/26/99	2550448	3/19/02	RN 03/19/08 RN 03/19/12	Registered
CompassLearning	75/907193	2/1/00	2654747	11/26/02	RN 11/26/08 RN 11/26/12	Registered
CompassLearning	75/907685	2/1/00	2636212	10/15/02	RN 10/15/08 RN 10/15/12	Registered
CompassLearning	75/907689	2/1/00	2656902	12/3/02	RN 12/03/08 RN 12/03/12	Registered
CompassLearning & Design	75/907235	2/1/00	2592385	7/9/02	RN 07/09/08 RN 07/09/12	Registered
CompassLearning & Design	75/907796	2/1/00	2586070	6/25/02	RN 06/25/08 RN 06/25/12	Registered
CompassLearning & Design	75/907593	2/1/00	2640277	10/22/02	RN 10/22/08 RN 10/22/12	Registered
CompassLearning Explorer	76/351666	12/21/01	2765262	9/16/03	RN 09/16/09 RN 09/16/13	Registered
CompassLearning Explorer	76/351668	12/21/01	2782733	11/11/03	RN 11/11/09 RN 11/11/13	Registered
CompassLearning Explorer	76/352482	12/21/01	2780326	11/4/03	RN 11/04/09 RN 11/04/13	Registered
CompassLearning Odyssey	76/351638	12/21/01	2728031	6/17/03	RN 06/17/09 RN 06/17/13	Registered
CompassLearning Odyssey	76/351637	12/21/01	2725691	6/10/03	RN 06/10/09 RN 06/10/13	Registered
CompassLearning Odyssey	76/352672	12/21/01	2800981	12/30/03	RN 12/30/09 RN 12/30/13	Registered
Compass- Worldware	75/173299	9/27/96	2229384	3/2/99	RN 03/02/05 RN 03/02/09	Registered
C-PAS	75/907091	2/1/00	2530573	1/15/02	RN 01/15/08 RN 01/15/12	Registered

20

[[NYCORP:2357733v4:4775B 03/09/04--12 17 a]]

United States

<u>Mark</u>	<u>Serial No.</u>	<u>Date</u>	<u>@ Number</u>	<u>Date</u>	<u>Other</u>	<u>Status</u>
Resources, Results						
Play and Say	74/264,189	4/3/92				Abandoned
Prescription Learning	73/742,432	8/26/98	1,536,877	4/25/99	RN 4/25/09	Abandoned
Quest	74/362,001	2/25/93				Abandoned
Shape Studio	74/709,276	8/1/95	1,987,165	7/16/96	AU 7/15/03	Registered
Storybook Maker	74/705,283	9/1/95	2,108,135	10/28/97	AU 10/28/02	Registered
System90	73/350,213	3/3/70	918,463	8/17/71	RN 8/17/01	Registered
Take Home Connection	76/568,977	3/16/99				Pending
Teacher to teacher Connection	74/644,326	3/10/95	1,930,919	8/5/95	AU 8/5/02	Registered
Teacher to Teacher Connection	74/266,267	4/16/92				Abandoned
Teachnet (stylized)	75/159,918	9/23/94				Pending
THC	74/025,545	2/14/90	1,633,030	1/29/91	RN 1/19/01	Registered
The Hub	74/311,945	9/4/92				Abandoned
Time for Rhyme	74/264,160	4/5/92				Abandoned
Tomorrow's Promise	75/236,256	2/5/97	2,219,515	1/19/97	AU 1/19/05	Registered
Ufonic	73/453,455	1/21/94	1,332,979	4/30/95	RN 4/30/05	Registered
Word Time	74/364,138	4/9/93				Abandoned
Words on Wings	74/709,329	7/31/95	3,042,902	3/11/97	AU 3/11/03	Registered
WorldWare	75/526,634	7/30/99				Pending
WorldWare	75/526,634	7/28/99	2,294,287			Pending
Zevite Time	74/709,331	7/31/95	2,042,802	3/11/97	AU 03/11/03	Registered

Item B. Trademark Licenses 20

None.

United States

<u>Mark</u>	<u>Serial No.</u>	<u>Date</u>	<u>@ Number</u>	<u>Date</u>	<u>Other</u>	<u>Status</u>
Compass Worldware	78/173,299	9/27/96	2,229,394	3/2/99	AU 3/2/05	Registered
Conter	74/467,978	12/10/93				Abandoned
Conter	74/465,452	12/7/93				Abandoned
Conter Software	74/467,014	12/9/93				Abandoned
Conter Software	74/456,453	12/7/93				Abandoned
Cuentos de Coqui (stylized)	74/592,363	10/31/94	1,925,500	10/3/95	AU 10/03/01	Registered
Design of Toy with Wagon	73/563,225	10/15/85	1,396,585	5/10/96	RN 6/10/95	Registered
Design of Children Holding Hands	72/749,425	8/26/89	1,536,875	4/25/89	RN 04/25/05	Abandoned
Design of Reading Frog	74/581,992	5/30/95				Abandoned
Design of Tree	73/819,707	5/17/99	1,712,302	3/1/92	RN 9/1/02	Registered
DiscoverySearch	74/171,456	3/31/91				Abandoned
Dragon Tales	74/709,330	7/31/95	2,054,029	4/22/97	AU 4/22/03	Registered
First Connections	74/395,268	6/1/93	1,860,722	11/1/94	AU 11/1/00	Registered
First Connections	74/203,218	10/3/91				Abandoned
Frequent Learner Miles	75/295,449	5/31/97				Abandoned
Hartley and Design	74/257,129	3/12/92	1,755,662	4/20/93	RN 4/20/03	Registered
Idea Shaper	74/707,944	7/31/95	2,106,204	10/21/97	AU 10/21/03	Registered
II. Design	73/526,796	3/25/95	1,368,933	11/5/95	RN 11/5/05	Registered
Interpretools	75/180,100	10/11/96	2,198,904	10/20/96	AU 10/20/04	Registered
JCAT	74/709,041	7/31/95	2,050,312	4/6/97	AU 04/03/02	Registered
JLC Financial	74/042,225	3/26/90	1,026,458	2/26/91	RN 2/26/01	Transfer
Job Task Link	74/266,366					Abandoned
Jostene learning Corporation	73/519,706	8/17/89	1,627,650	12/11/95	RN 12/11/00	Transfer
Jostene Learning Litenet	74/552,366	10/31/94	3,029,506	1/14/97	AU 1/14/03	Registered
Learning First	74/706,275	7/31/95				Abandoned
Meta4	74/378,430	4/13/93				Abandoned
Next Level	75/291,081	5/12/97				Abandoned
Number Workshop	74/769,293	5/1/95	2,025,755	1/14/97	AU 1/14/03	Registered
OneNet	74/653,702	3/30/95	1,956,175	2/13/96	AU 2/13/02	Registered
Out-Of-The-Box	75/179,213	5/27/96				Abandoned
Partnerships,	74/252,257	3/5/92	1,729,965	11/3/93	AU 11/03/05	Abandoned

31

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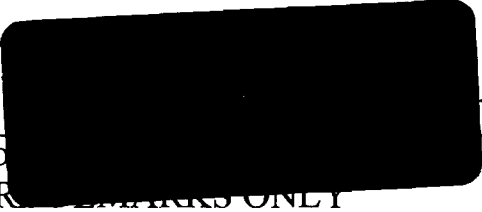
United States

<u>Mark</u>	<u>Serial No.</u>	<u>Date</u>	<u>® Number</u>	<u>Date</u>	<u>Other</u>	<u>Status</u>
Crescent Logo	76/373005	2/19/02				Allowed
Crescent Logo	76/373003	2/19/02				Allowed
Crescent Logo	76/373001	2/19/02				Published
Cuetos de Coqui	74/592365	10/31/94	1923500	10/3/95	RN 10/03/05	Registered
Design of Boy with Wagon	73/563285	10/15/85	1396585	6/10/86	RN 06/10/06	Registered
Hartley and Design	74/257129	3/19/92	1765662	4/20/93	RN 04/20/13	Registered
Miscellaneous Design	75/907686	2/1/00	2592387	7/9/02	RN 07/09/08 RN 07/09/12	Registered
Miscellaneous Design	75/907687	2/1/00	2663822	12/17/02	RN 12/17/08 RN 12/17/12	Registered
Miscellaneous Design	75/907422	2/1/00	2579671	6/11/02	RN 06/11/08 RN 06/11/12	Registered
Storybook Maker	74/709283	8/1/95	2108138	10/28/97	RN 10/28/07	Registered
Sweep Logo	76/373000	2/19/02				Allowed
Sweep Logo	76/373002	2/19/02				Allowed
Sweep Logo	76/373004	2/19/02				Allowed
Teachnet	75/169818	9/23/96	2303134	12/28/99	RN 12/28/05 RN 12/28/09	Registered
Tomorrows Promise	75/236856	2/5/97	2219515	1/19/99	RN 01/19/05 RN 01/19/09	Registered
Ufonic	73/463455	7/31/84	1332979	4/30/85	RN 04/30/05	Registered
Words on Wings	74/709329	7/31/95	2042802	3/11/97	RN 03/11/07	Registered
A Renaissance in Learning	74/255,759	3/16/92	1,743,676	12/29/92	AU 12/29/92	Transfer
A World of Habitats	74/231,724	12/18/81				Abandoned
A+dvantage Worldware	74/541,327	3/2/95	1,084,423	7/19/97	AU 07/29/03	Registered
Actionmate (Stylized)	74/641,332	3/2/95	2,014,451	11/5/96	AU 11/5/02	Registered
Assessment Designer	76/633,157	2/2/99	2,495,147	10/02/01		Registered
Assessment Examiner	75/723,609	6/7/99				Pending
Brick by Brick	72/567,330	11/7/95	1,411,115	9/30/95	RN 09/30/05	Registered
Classroom Essentials	79/452,678	3/31/98	2,240,746	4/20/99	AU 4/20/05	Registered
Compass	74/429,993	9/24/93	2,053,034	4/15/97	AU 4/15/02	Registered
Compass Virtual Classroom	75/668,976	3/26/99				Pending

27

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4/8/04



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

<p>1. Name of conveying party(ies):</p> <p>COMPASSLEARNING, INC.</p> <p>Individual(s) Association General Partnership Limited Partnership *Corporations Other _____</p> <p>Additional name(s) of conveying party(ies) attached? Yes No</p> <p>3. Nature of conveyance:</p> <p>Assignment Merger</p> <p>* Security Agreement Change of Name</p> <p>Other _____</p> <p>Execution Date: <u>March 29, 2004</u></p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>CREDIT SUISSE FIRST BOSTON, as administrative agent</u></p> <p>Street Address: <u>Eleven Madison Avenue</u></p> <p>City: <u>New York</u> State: <u>NY</u> ZIP: <u>10010</u></p> <p>Country: _____</p> <p>Individual(s) citizenship _____ Association _____ General Partnership _____ Limited Partnership _____ Corporation _____</p> <p>* Other <u>bank, financial institution</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No</p> <p>(Designations must be a separate document from assignment)</p> <p>Additional name(s) & Address(es) attached? Yes * No</p>
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4. Application number(s) or trademark number(s): SEE SCHEDULE IV
 If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s) SEE SCHEDULE IV	B. Trademark No.(s) SEE SCHEDULE IV
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Additional numbers attached * Yes No	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Robert E. Rude II</u> Internal Address: <u>Mayer Brown Rowe & Maw LLP</u></p> <p>Street Address: <u>1909 K Street, NW</u> City: <u>Washington</u> State: <u>DC</u> ZIP: <u>20006</u></p>	<p>6. Total number of applications and trademarks involved: <u>101</u></p> <p>7. Total fee (37 CFR 3.41): <u>\$ 2,540.00</u></p> <p>* Enclosed (Check No. 3045)</p> <p>Authorized to be charged to deposit account _____</p> <p>8. Deposit account number: _____</p> <p><small>(Attach duplicate copy of this page if paying by deposit account)</small></p>

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.

Robert E. Rude II RSR II April 8, 2004

Name of Person Signing Signature Date

Total number of pages comprising cover sheet and document attachments: 16

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01 FC:0521 40.00 OP
 02 FC:0522 2500.00 OP

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 29, 2004, is made between COMPASSLEARNING, INC., a Delaware corporation (the "Grantor"), and CREDIT SUISSE FIRST BOSTON, acting through its Cayman Islands branch ("CSFB"), as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties;

WITNESSETH:

WHEREAS, in connection with the Second-Lien Credit Agreement, dated as of March 29, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Weekly Reader Corporation, a Delaware corporation ("WRC"), and CompassLearning, Inc., a Delaware corporation ("CLI" and, together with WRC, the "Borrowers"), WRC Media Inc., a Delaware corporation and parent of the Borrowers ("Holdings"), as a guarantor, the various financial institutions as are or may become parties thereto (collectively, the "Lenders"), CSFB and Banc of America Securities LLC, as joint book runners and joint lead arrangers, General Electric Capital Corporation ("GECC"), as the syndication agent, Bank of America, N.A. ("BoA"), as the documentation agent, and the Administrative Agent, the Lenders have extended commitments to make loans to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security and Pledge Agreement, dated as of March 29, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security and Pledge Agreement");

WHEREAS, the Borrowers, Holdings, certain financial institutions, as lenders, CSFB, as syndication agent, GECC, as documentation agent, and BoA, as administrative agent (in such capacity, the "First-Lien Administrative Agent") have entered into that certain Credit Agreement, dated as of November 17, 1999 (as amended by Amendment No. 1, dated as of July 15, 2002, Amendment No. 2, dated as of March 29, 2004, and as amended, supplemented, amended and restated or otherwise modified from time to time, the "First-Lien Facility");

WHEREAS, the First-Lien Administrative Agent, the Administrative Agent, the Borrowers and Holdings have entered into that certain Intercreditor Agreement, dated as of March 29, 2004 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "Intercreditor Agreement"), which agreement, among other things, sets forth, as between the First-Lien Administrative Agent and the Administrative Agent, the relative priority of their respective Liens in the Collateral and their rights with respect thereto;

WHEREAS, as a condition precedent to the making of the loans under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Secured Obligations;

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*CompassLearning, Inc.
Trademark Security Agreement*

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

WHEREAS, it is in the best interests of the Grantor to execute this Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the loans made from time to time to the Borrowers by the Lenders pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans to the Borrowers pursuant to the Credit Agreement, and to induce the Secured Parties to enter into Rate Protection Agreements, the Grantor agrees, for the benefit of each Secured Party, 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 (or incorporated by reference) in the Security and Pledge Agreement.

SECTION 2. Grant of Security Interest. Subject to the Intercreditor Agreement, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property, to the extent now or hereafter owned or acquired or existing by the Grantor (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, designs and other source of business identifiers (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 (the "PTO") or in any other 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 Schedule IV attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Schedule IV attached hereto;

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

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

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor 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

Schedule IV attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

The "Trademark Collateral" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents as to which the grant of a security interest would constitute a violation of a valid and enforceable restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained. The undersigned agrees to use its best efforts to obtain any such required consent.

SECTION 3. Security and Pledge Agreement. This Agreement has been prepared by the Administrative Agent for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the PTO and corresponding offices in other countries of the world. 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 its benefit and the benefit of each Secured Party under the Security and Pledge Agreement. The Security and Pledge Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full in cash of all Secured Obligations and the termination of all Rate Protection Agreements, the Administrative Agent shall, at the Grantor's commercially reasonable expense, execute and deliver to the Grantor all instruments and other documents, and perform all other acts, as may be necessary or proper to fully release the Administrative Agent's lien on and security interest in the Trademark Collateral which has been granted hereunder. The Grantor shall be free to file and record such instruments and documents in the PTO or other office anywhere in the world.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm 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 Security and Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

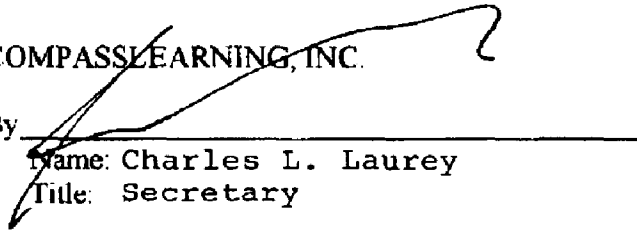
SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

COMPASSLEARNING, INC.

By


Name: Charles L. Laurey
Title: Secretary

*CompassLearning, Inc.
Trademark Security Agreement*

TRADEMARK
REEL: 003068 FRAME: 0391

CREDIT SUISSE FIRST BOSTON, acting through
its Cayman Islands branch, as Administrative Agent

By: *Sovonna Day-Goins*
Name: SOVONNA DAY-GOINS
Title: DIRECTOR

By: *Doreen Welch*
Name: DOREEN B. WELCH
Title: ASSOCIATE

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*Trademark Security Agreement
CompassLearning, Inc.*

RECORDED: 04/08/2004

TRADEMARK
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