

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sylvan Learning, Inc.		01/31/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Serial Number:	77003072	IN HOME TUTORING
Serial Number:	77003053	SYLVAN IN HOME TUTORING
Serial Number:	77003096	PERSONALIZED PLANNING SESSION
Serial Number:	77003087	SYLVAN PERSONALIZED PLANNING SESSION
Serial Number:	78689886	SYLVAN LEARNING
Serial Number:	78693659	CONFIDENCE CHECK
Serial Number:	78731639	SYLVAN LEARNING
Serial Number:	78731600	SYLVAN LEARNING
Serial Number:	78689941	SYLVAN LEARNING
Serial Number:	78689859	SYLVAN LEARNING
Serial Number:	78689826	SYLVAN LEARNING
Serial Number:	78621215	SYLVAN LEARNING
Serial Number:	78731618	
Serial Number:	78917051	PREPERMINTS

OP \$690.00 77003072

Serial Number:	78917026	PREPERMINTS
Serial Number:	78817125	SYLVAN HOMEWORK ADVANTAGE
Registration Number:	2880180	SYLVAN LEARNING CENTER
Serial Number:	76589359	SYLVAN
Serial Number:	78821978	MOTIVATION STATION
Serial Number:	78821956	MOTIVATION STATION
Serial Number:	76622462	SYLVAN ONLINE
Serial Number:	76589486	ACE IT! TUTORING
Registration Number:	3014644	SYLVAN LEARNING CENTER LEARNING FEELS GOOD.
Registration Number:	3014643	SYLVAN LEARNING CENTER
Registration Number:	2885001	
Registration Number:	2894999	REX READER
Registration Number:	2894998	BAILEY BOOKMARK

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7609
Email: ksolomon@stblaw.com
Correspondent Name: Kirstie Howard, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/0967
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	02/06/2007

Total Attachments: 8
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of January 31, 2007 is made by SYLVAN LEARNING, INC., a Delaware corporation (the “Obligor”), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of April 27, 2004 (as amended and restated by the Amended and Restated Credit Agreement dated as of April 28, 2005 and as further amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among EDUCATE OPERATING COMPANY, LLC, a Delaware limited liability company and the indirect parent of Obligor (the “Borrower”), the Lenders, MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., as Documentation Agent, and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans (as defined in the Credit Agreement) and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of April 27, 2004 and amended on April 28, 2005, in favor of the Agent (together with all additional amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this 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 and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Secured Parties, 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 provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants to the Agent, for the ratable benefit of the Secured Parties, a continuing security interest in the Patents (including, without limitation, those items listed on Schedule A hereto) now owned or at

any time hereafter acquired by such Obligor in which such Obligor now has or at any time in the future may acquire any right, title or interest, as collateral security to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 21 day of January, 2007.

SYLVAN LEARNING, INC.
as Obligor

By: 
Name: C. ALAN SCHROEDER
Title: VICE PRESIDENT, GENERAL COUNSEL & SECRETARY

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 31 day of January, 2007.

SYLVAN LEARNING, INC.
as Obligor

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By:  _____
Name: Kathryn A. Duncan
Title: Managing Director

ACKNOWLEDGMENT OF OBLIGOR

STATE OF Maryland)
COUNTY OF Anne Arundel) ss

On the 24th day of January, 2007, before me personally came C. Alan Schroeder, who is personally known to me to be the VP, General Counsel + Secretary of SYLVAN LEARNING, INC., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the VP, General Counsel + Secretary in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

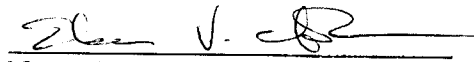
Lauri Rice Gaykowski
Notary Public
Lauri Rice Gaykowski
My Commission Expires: 2-28-2010

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
) ss
COUNTY OF New York)

On the 31st day of January, 2007, before me personally came Kathryn A. Duncan, who is personally known to me to be the Managing Director of JPMORGAN CHASE BANK, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Managing Director in such national banking association, the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.


Notary Public ELSA V. GRIFFITH
Notary Public, State of New York
No. 01GR4338119
Qualified in Kings County
Commission Expires March 30, 2007

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
IN HOME TUTORING	77/003,072
SYLVAN IN HOME TUTORING	77/003,053
PERSONALIZED PLANNING SESSION	77/003,096
SYLVAN PERSONALIZED PLANNING SESSION	77/003,087
SYLVAN LEARNING (and design)	78/689,886
CONFIDENCE CHECK	78/693,659
SYLVAN LEARNING	78/731,639
SYLVAN LEARNING (and design)	78/731,600
SYLVAN LEARNING (and design)	78/689,941
SYLVAN LEARNING (and design)	78/689,859
SYLVAN LEARNING (and design)	78/689,826
SYLVAN LEARNING	78/621,215
(DESIGN ONLY)	78/731,618
PREPERMINTS	78/917,051
PREPERMINTS	78/917,026
SYLVAN HOMEWORK ADVANTAGE	78/817,125
SYLVAN LEARNING CENTER	2,880,180
SYLVAN	76/589,359
MOTIVATION STATION	78/821,978
MOTIVATION STATION	78/821,956
SYLVAN ONLINE	76/622,462
ACE IT! TUTORING	76/589,486
SYLVAN LEARNING CENTER LEARNING FEELS GOOD (and design)	3,014,644
SYLVAN LEARNING CENTER (and design)	3,014,643
(DESIGN ONLY)	2,885,001
REX READER	2,894,999

BAILEY BOOKMARK	2,894,998
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