

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
HighReach Learning, Inc.		12/18/2007	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Agent
Street Address:	200 Bay Street
Internal Address:	12th Floor, South Tower, Royal Bank Plaza
City:	Toronto
State/Country:	CANADA
Postal Code:	M5J2W7
Entity Type:	a bank: CANADA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1836631	HIGHREACH LEARNING
Registration Number:	1828862	HIGHREACH LEARNING
Registration Number:	1731023	
Registration Number:	2939793	HIGHREACH LEARNING PROGRESS REPORTING AND EVALUATION PROGRAM
Registration Number:	3262611	TOD SQUAD
Serial Number:	77161938	PASSPORTS
Serial Number:	77095383	BRIGHT BABY

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-993-2698
 Email: magdalini.rizakos@lw.com

OP \$190.00 1836631

Correspondent Name: Magdalini Rizakos c/o Latham & Watkins
Address Line 1: 233 S. Wacker Drive, Suite 5800
Address Line 4: Chicago, ILLINOIS 60606

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Magdalini Rizakos
Signature:	/mr/
Date:	12/26/2007

Total Attachments: 5
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Trademark Security Agreement

By this **Trademark Security Agreement**, dated as of December 8, 2007, HighReach Learning, Inc. (the "Grantor") hereby grants a security interest in Trademarks registered to the Grantor in favor of Royal Bank of Canada (the "Agent"), pursuant to that certain Amended and Restated Security Agreement dated as of November 26, 2004 between the Agent and the Grantor (as amended and restated from time to time, the "Security Agreement").

WITNESSETH:

WHEREAS, the Grantor owns each of the registered Trademarks listed on Schedule A attached hereto;

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement, dated as of December 8, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Cookie Jar Education Inc. ("Borrower"), CC Acquisitions Holdings Inc. ("Parent"), the financial institutions party thereto (the "Lenders") and the Agent, the Lenders have agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, concurrently with the execution of the Credit Agreement, Grantor executed that certain Master Reaffirmation and Amendment to Collateral Documents, whereby Grantor ratified and reaffirmed its obligations under the Security Agreement;

WHEREAS, in consideration for the extension of credit as set forth in the Credit Agreement and as set forth in the Security Agreement, the Grantor agreed to grant a security interest in Collateral of the Grantor, specifically including any and all Copyrights, in favor of the Agent for the benefit of the Agent and Lenders;

WHEREAS, pursuant to Section 2.4(g) of the Security Agreement, the Grantor is required specifically to do all acts required by the Agent to permit the Agent to perfect its security interest in the Collateral, including Trademarks;

NOW, THEREFORE, in confirmation of the obligations set forth in the Security Agreement, Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to the Agent for the benefit of the Agent and the Lenders a lien on and security interest in and to all of its right, title and interest in, to and under all Trademarks, whether now registered or hereafter registered, of Grantor, including but not limited to those listed on Schedule A attached hereto.

SECTION 3. Security Agreement. The security interest granted by this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Aggregate Accommodations Outstanding (as defined in the Credit Agreement) and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien and security interest in the Trademarks under this Trademark Security Agreement.

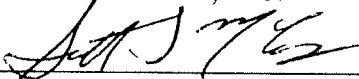
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

HIGHREACH LEARNING, INC.

By: 
Name: Scott McCraw
Title: Treasurer + Chief Financial Officer

Accepted and Agreed:

ROYAL BANK OF CANADA,
as Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement- Highreach]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.


Very truly yours,

HIGHREACH LEARNING, INC.

By: _____
Name:
Title:

Accepted and Agreed:

ROYAL BANK OF CANADA,
as Agent

By:  _____
Name:
Title: Renuka Gnanaswaran
Manager, Agency

[Signature Page to Trademark Security Agreement- Highreach]

SCHEDULE A

Trademark Registration Number	Description of Trademark	Company	Filing Date	Registration Date
1836631	Words "HighReach Learning" used for printed materials and audio cassettes	HighReach	05/17/93	5/17/2004
1828862	HighReach Learning	HighReach	09/03/91	3/29/2004
1731023	HighReach Learning Logo	HighReach	05/20/91	11/10/2002
2939793	Words "HighReach Learning Progress Reporting and Evaluation Program" used for use in reporting and evaluating learning progress	HighReach	10/09/03	4/12/2005
3262611	Words "TOD SQUAD" used for printed matter and paper goods	HighReach	07/14/05	7/10/2007
Pending	Word "PASSPORTS" for printed matter and paper goods	HighReach	04/20/07	Pending
Pending	Words "BRIGHT BABY"	HighReach	01/31/07	Pending