

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

12-08-2009

DEPARTMENT OF COMMERCE
Patents Patent and Trademark Office

RECC
TF



103582886

To the Director of the U. S. Patent and Trademark Office

or the new address(es) below.

12-309

1. Name of conveying party(ies):
Bright Futures Learning, Inc
PO Box 13929
FLORENCE, SC 29504

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)
 Additional names, addresses, or citizenship attached? Yes No

Name: Wachovia Bank, National Association
 Internal Address: _____
 Street Address: Mail Code VA7628/R4057-01Z
 City: Roanoke
 State: VA
 Country: USA Zip: 24040

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

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)

3. Nature of conveyance)/Execution Date(s) :
 Execution Date(s) _____

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) 3497503, 3470038, 3428851, 76685639

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
 See attached.

5. Name & address of party to whom correspondence concerning document should be mailed:
 Name: Paul Van Wagenen
 Internal Address: _____
 Street Address: 200 Meeting Street, Ste. 301
 City: Charleston
 State: sc Zip: 29401
 Phone Number: 843-727-2648
 Fax Number: 843-727-2680
 Email Address: paulvanwagenen@parkemoe.com

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$115.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number: 12/07/2009 NJAMA1 00000017 3497503
 Authorized Signature: _____

40.00 OP
75.00 OP

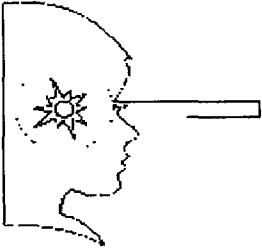
9. Signature: Lindsey D Billings 11/25/09
 Signature Date

Lindsey Billings
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 17

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

Trademarks

Title/Mark	Trademark	Reg./Application No.	Status
	Trademark (class 041- Education services namely tutoring in the fields of reading, mathematics, writing, and study strategies at grade levels pre-kindergarten to twelfth grade, using combined academic and sensory integration)	3497503	Registered September 9, 2008 (Principal Register)
FOCUS2LEARN	Trademark (Class 041: Education services, namely, tutoring in the fields of reading, mathematics, writing, and study strategies at grade levels pre-kindergarten to twelfth grade, using combined sensory integration strategies, namely, in small group classes and one-on-one instruction.)	3470038	Registered July 22, 2008 (Principal Register)
TREATING THE WHOLE CHILD	Trademark (Class 041 Education services, namely, tutoring in the fields of reading)	3428851	Registered January 23, 2008
SENSORY ACADEMICS	Trademark (Class 041: Education services, namely, providing courses in the field of reading education using phonemic awareness; providing courses in the field of mathematics education using organizational ability and the problem solving process; Education services, namely, providing courses in the field of study skills education and courses in teaching reading for content and organization of writing)	76685639	Application filing date January 10, 2008; first use June 27, 2003

COLLATERAL ASSIGNMENT AGREEMENT
(INTELLECTUAL PROPERTY RIGHTS)

THIS COLLATERAL ASSIGNMENT AGREEMENT (this "**Agreement**") is made as of this 25 day of November, 2009, by and among BRIGHT FUTURES LEARNING, INC., a South Carolina corporation (the "**Borrower**") and WACHOVIA BANK, NATIONAL ASSOCIATION (the "**Lender**").

WHEREAS Borrower makes this Agreement for the purpose of securing the payment and performance of all obligations of Borrower (a) arising under that certain Modification of Promissory Note and Security Documents Agreement dated November 25, 2009, (b) that certain Amended and Restated Promissory Note from Assignor dated November 25, 2009 in the original principal amount of \$2,000,000.00, (c) that certain Amended and Restated Promissory Note from Lindsey Dawn Billings dated November 25, 2009 in the original principal amount of \$2,500,000.00, (d) and that certain Amended and Restated Promissory Note from Pamela P. Brogdon dated November 25, 2009 in the original principal amount of \$2,485,043.06 (together with all other loan documents and security instruments evidencing or securing such obligations, the "**Loan Documents**"); and

WHEREAS capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Loan Documents;

NOW, THEREFORE, in consideration of the Loan Documents and other advances or grants of credit (including any loan or advance or grant of credit by renewal or extension) hereafter made to the Borrower by the Lender and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. As security for the payment of all amounts due under the Loan Documents now or hereafter made by the Lender to the Borrower hereunder, and as security for the payment, performance or other satisfaction of all other liabilities or obligations owed by Borrower to Lender, the Borrower hereby grants to the Lender, a continuing first priority security interest in and lien on all general intangibles now owned or controlled by Borrower, including, but not limited to, (i) all patents, and all unpatented or unpatentable inventions, including those certain patents shown on **Exhibit "A"** hereto; (ii) all inventions, discoveries, and research and development; (iii) all trademarks, service marks, slogans, company names, and trade names, including those certain trademarks, service marks and trade names also shown on **Exhibit "A"** hereto; (iv) all logos, copyrights, and literary rights, including those certain copyright registrations shown on **Exhibit "A"** hereto; (v) all computer software programs; (vi) all domain names and websites; (vii) telephone numbers and Internet protocol addresses; (viii) all trade secrets, proprietary information, customer lists, manufacturing, engineering and production plans, drawings, specifications, processes and systems; (ix) all of Borrower's rights in and to all license agreements to which Borrower is a party and all licenses owned or controlled by Borrower (provided this assignment of licenses shall not be effective as to any license(s) to the extent it is prohibited by the applicable license agreement as existing on the date hereof); and (x) all registrations and applications for any of the preceding (collectively, the "**Intellectual Property Rights**"). The Intellectual Property Rights shall include all goodwill connected with or symbolized by any of such general intangibles; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles.
2. A purpose of this Agreement is to register the security interest in the Intellectual Property Rights granted to Lender with the United States Patent and Trademark Office ("**PTO**") and other similar foreign offices. The party filing this Agreement with the PTO shall (a) complete accurately, and

include as part of such filing, the PTO's applicable "Recordation Form Cover Sheets" and shall indicate on such cover sheets that the nature of the conveyance is a "Security Agreement"; (b) provide the other party with copies of such filing; and (c) pay all applicable filing fees. The cost of the preparation and recording of all such documents shall be the sole expense of Borrower.

3. Upon the occurrence of an Event of Default under the Loan Documents, Borrower hereby irrevocably constitutes and appoints the Lender as the Borrower's attorney-in-fact for purposes of filing or recording in all appropriate offices or records the Assignment of Intellectual Property Rights executed by Borrower and attached hereto as **Exhibit "B"**.
4. Borrower agrees at Borrower's expense to execute all documents and assist in all proceedings to perfect, register or record the rights of the Lender to the Intellectual Property Rights as Lender may reasonably deem appropriate.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. To the extent that the Lender has greater rights or remedies under federal law, this paragraph shall not be deemed to deprive the Lender of such rights and remedies as may be available under federal law. Borrower hereby irrevocably submits generally and unconditionally for itself and in respect of its property, including the Intellectual Property Rights, to the jurisdiction and venue of any state court or any United States federal court sitting in the State of South Carolina, over any suit, action or proceeding arising out of or relating to the Loan Documents. Borrower hereby irrevocably waives, to the fullest extent permitted by law, any objection that Borrower may now or hereafter have to the laying of venue in any such court and any claim that any such court is an inconvenient forum. Nothing herein shall affect the right of Lender to serve process in any manner permitted by law or limit the right of Lender to bring proceedings against Borrower in any other court or jurisdiction.
6. In the event that any provision of this Agreement shall be construed to conflict with a provision of any of the Loan Documents, the provision in the Loan Documents shall be deemed controlling.
7. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Documents.

[Signatures pages follow]

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

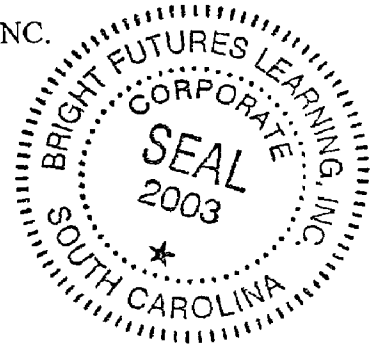
BORROWER:

BRIGHT FUTURES LEARNING, INC.

WITNESSES:

Pamela P. Broadon
Sean E. Bralberg

By: Lindsey Billings
Name: Lindsey Billings
Its: President



STATE OF SOUTH CAROLINA

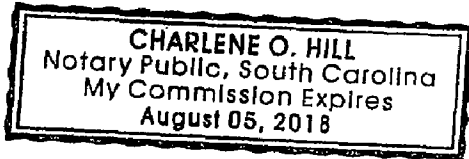
COUNTY OF Horace

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 5th day of November 2009, by Lindsey Billings as President of Bright Futures Learning, Inc.

Charlene O. Hill
Notary Public for South Carolina
My Commission Expires: 8/5/2018

(NOTARIAL SEAL)



LENDER:

WACHOVIA BANK, NATIONAL ASSOCIATION

WITNESSES:

Jenni B. Brower
Paulitta Burkhalter

By: Kee Marshall
Name: KEE MARSHALL
Its: Senior Vice President

North
STATE OF SOUTH CAROLINA
COUNTY OF Mecklenburg

ACKNOWLEDGEMENT

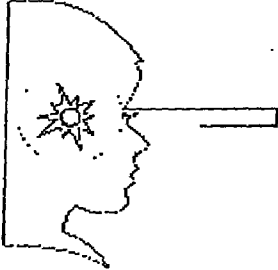
The foregoing instrument was acknowledged before me this 25th day of November 2009, by November 25th as Wachovia Bank, National Association.

Kee Marshall
Jay M. Gordon

Notary Public for North South Carolina
My Commission Expires: 7/6/2010

(NOTARIAL SEAL)

Exhibit "A"**Intellectual Property Rights**

Title/Mark	Copyright/Trademark/Domain Names	Reg./Application No.	Status
Bright futures learning curriculum.	Copyright	TX0006537689	Registered 04/03/2007
Focus 2 Learn (Home Edition)	Copyright	PAu003375358	Registered 5/09/2008
Focus 2 Learn in the Classroom	Copyright	PAu003375360	Registered 5/09/2008
Focus 2 Read	Copyright	1-220481901	Application pending with US Copyright Office
	Trademark (class 041- Education services namely tutoring in the fields of reading, mathematics, writing, and study strategies at grade levels pre-kindergarten to twelfth grade, using combined academic and sensory integration)	3497503	Registered September 9, 2008 (Principal Register)
FOCUS2LEARN	Trademark (Class 041: Education services, namely, tutoring in the fields of reading, mathematics, writing, and study strategies at grade levels pre-kindergarten to twelfth grade, using combined sensory integration strategies, namely, in small group classes and one-on-one instruction.)	3470038	Registered July 22, 2008 (Principal Register)
TREATING THE WHOLE CHILD	Trademark (Class 041 Education services, namely, tutoring in the fields of reading)	3428851	Registered January 23, 2008
SENSORY ACADEMICS	Trademark (Class 041: Education services, namely, providing courses in the field of reading education using phonemic awareness; providing courses in the field of mathematics education using organizational ability and the problem solving process; Education services, namely, providing courses in the field of study skills education	76685639	Application filing date January 10, 2008; first use June 27, 2003

	and courses in teaching reading for content and organization of writing)		
www.focus2learn.com	Domain name	April 29, 2010	REGISTER.COM, INC.
www.brightfutureslearning.com	Domain name	June 25, 2010	GoDaddy.com, Inc.
www.focus2add.com	Domain name	March 7, 2010	GoDaddy.com, Inc.
www.focus2behave.com	Domain name	March 7, 2010	GoDaddy.com, Inc.
www.focus2live.com	Domain name	March 7, 2010	GoDaddy.com, Inc.
www.focus2play.com	Domain name	March 15, 2010	GoDaddy.com, Inc.
www.focus2read.com	Domain name	March 7, 2010	GoDaddy.com, Inc.
www.focus2subtract.com	Domain name	March 7, 2010	GoDaddy.com, Inc.
www.focus2work.com	Domain name	March 7, 2010	GoDaddy.com, Inc.
www.focus2write.com	Domain name	March 8, 2010	GoDaddy.com, Inc.
www.focus2perform.com	Domain name	February 15, 2010	Wild West Domains, Inc.
www.focus2performance.com	Domain name	February 15, 2010	Wild West Domains, Inc.
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www.focustoread.com	Domain name	March 15, 2010	GoDaddy.com, Inc.

www.focustowork.com	Domain name	March 15, 2010	GoDaddy.com, Inc.
www.focustowrite.com	Domain name	March 8, 2011	GoDaddy.com, Inc.
www.focustoperform.com	Domain name	February 15, 2010	Wild West Domains, Inc.
www.learntofocus.com	Domain name	April 29, 2010	GoDaddy.com, Inc.
www.mychildssuccess.com	Domain name	November 17, 2010	GoDaddy.com, Inc.
www.mychildssuccess.net	Domain name	November 17, 2010	GoDaddy.com, Inc.
www.mychildssuccess.org	Domain name	November 17, 2010	GoDaddy.com, Inc.
www.sensoryacadmics.com	Domain name	April 17, 2010	GoDaddy.com, Inc.
www.sensoryacadmics.net	Domain name	April 17, 2010	GoDaddy.com, Inc.
www.sensoryacadmics.org	Domain name	April 17, 2010	GoDaddy.com, Inc.

Exhibit "B"

Assignment of Intellectual Property Rights

See Attached.

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (this "Assignment"), dated November 25, 2009, is made between Bright Futures Learning, Inc., a South Carolina corporation having a place of business at 2427 West Palmetto Street, Florence, South Carolina ("Assignor"), and Wachovia Bank, National Association ("Assignee").

WHEREAS, Assignor and Assignee have entered into those certain Modification of Promissory Note and Security Documents Agreement dated November 25, 2009 (the "Modification Agreement"), Amended and Restated Promissory Note from Assignor dated November 25, 2009 in the original principal amount of \$2,000,000.00, Amended and Restated Promissory Note from Lindsey Dawn Billings dated November 25, 2009 in the original principal amount of \$2,500,000.00, and Amended and Restated Promissory Note from Pamela P. Brogdon dated November 25, 2009 in the original principal amount of \$2,485,043.06 (together with all other loan documents and security instruments evidencing or securing such obligations, the "Loan Documents").

WHEREAS, pursuant to that certain Modification Agreement, dated November 25, 2009, to which the Assignor has agreed to provide Assignee with a first priority lien covering all general intangibles now or in the future owned or controlled by Assignor, including, but not limited to, (i) all patents, and all unpatented or unpatentable inventions, including those certain patents shown on Exhibit "A" hereto; (ii) all inventions, discoveries, and research and development; (iii) all trademarks, service marks, slogans, company names, and trade names, including those certain trademarks, service marks and trade names also shown on Exhibit "A" hereto; (iv) all logos, copyrights, designs, patterns, and literary rights also shown on Exhibit "A" hereto; (v) all computer software programs; (vi) all domain names and websites, including those certain domain names shown on Exhibit "A" hereto; (vii) telephone numbers and Internet protocol addresses; (viii) all trade secrets, proprietary information, customer lists, manufacturing, engineering and production plans, drawings, specifications, processes and systems; (ix) all of Assignor's rights in and to all license agreements to which Assignor is a party and all licenses owned or controlled by Assignor (provided this assignment of licenses shall not be effective as to any license(s) to the extent it is prohibited by the applicable license agreement as existing on the date hereof); and (x) all registrations and applications for any of the preceding (collectively, the "Intellectual Property Rights").

NOW, THEREFORE, pursuant to the terms and conditions of this Assignment, Assignor and Assignee agree as follows:

1. This Assignment shall become effective immediately upon the occurrence of an Event of Default by Assignor under the Loan Documents (the "Effective Date"). Assignor agrees that Assignee or Assignee's designee shall hold this Assignment in escrow until such time as an Event of Default (as defined in the Loan Documents) shall occur or Assignor's obligations under the Loan Documents are discharged in full.

2. As of the Effective Date, Assignor hereby sells, grants, assigns, transfers, and delivers to Assignee all rights, title and interests in and to the Intellectual Property Rights and the goodwill of the business associated therewith and symbolized thereby, including all reissues,

divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the Intellectual Property Rights, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had the Loan Documents not been made, together with all rights appurtenant thereto, including, but not limited to, all common law rights, causes of action, interests, claims and rights for damages, profits and other awards by reason of past, present or future infringement or unauthorized use, dilution, misappropriation, false designation of origin, unfair competition, deceptive trade practices, and all other causes of action related to the Intellectual Property Rights or other violation thereof, and the right to sue therefore and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

2. Assignor agrees at Assignor's expense to execute all documents and assist in all proceedings to perfect, register or record the rights of the Assignee to the Intellectual Property Rights as Assignee may reasonably deem appropriate.

3. Upon the Effective Date, Assignor hereby irrevocably constitutes and appoints Assignee as Assignor's attorney-in-fact for purposes of filing or recording in all appropriate offices or records this Assignment.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of South Carolina. To the extent that the Assignee has greater rights or remedies under federal law, this paragraph shall not be deemed to deprive the Assignee of such rights and remedies as may be available under federal law. Assignor hereby irrevocably submits generally and unconditionally for itself and in respect of its property, including the Intellectual Property Rights, to the jurisdiction and venue of any state court or any United States federal court sitting in the State of South Carolina, over any suit, action or proceeding arising out of or relating to the Loan Documents. Assignor hereby irrevocably waives, to the fullest extent permitted by law, any objection that Assignor may now or hereafter have to the laying of venue in any such court and any claim that any such court is an inconvenient forum. Nothing herein shall affect the right of Assignee to serve process in any manner permitted by law or limit the right of Assignee to bring proceedings against Assignor in any other court or jurisdiction.

5. In the event that any provision of this Assignment shall be construed to conflict with a provision in the Loan Documents, the provision in the Loan Documents shall be deemed controlling.

6. This Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Documents.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Assignment by its respective proper officer thereunto duly authorized, as of the date set forth in the preamble to this Assignment.

ASSIGNOR:

Bright Futures Learning, Inc.

By: Lindsey Billings
Name: Lindsey Billings
Its: President



WITNESSES:

Jamela P. Broadon
Angie E. Brackley

STATE OF SOUTH CAROLINA

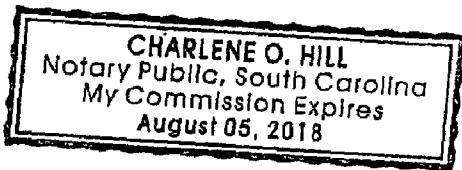
COUNTY OF Florence

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 25th day of November 2009, by Lindsey Billings President of Bright Futures Learning, Inc.

Charlene O. Hill
Notary Public for South Carolina
My Commission Expires: 8/5/2018

(NOTARIAL SEAL)



ASSIGNEE:

WITNESSES:

Jervis B. Brauer
Paulette Burchhalter

Wachovia Bank, National Association

By: Kee Marshall
Name: KEE MARSHALL
Its: Senior Vice President

North
STATE OF ~~SOUTH~~ CAROLINA
COUNTY OF Mecklenburg

ACKNOWLEDGEMENT

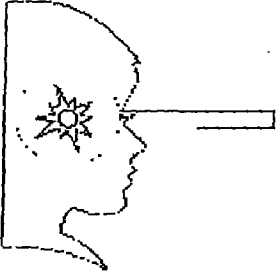
The foregoing instrument was acknowledged before me this 25th day of November
2009, by Kee Marshall as Senior Vice President of Wachovia Bank, National Association.

Walter M. Gordon
Notary Public for South Carolina
My Commission Expires: 7/6/2010

(NOTARIAL SEAL)

Exhibit "A"

Intellectual Property Rights

Title/Mark	Copyright/Trademark/Domain Names	Reg./Application No.	Status
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Focus 2 Learn (Home Edition)	Copyright	PAu003375358	Registered 5/09/2008
Focus 2 Learn in the Classroom	Copyright	PAu003375360	Registered 5/09/2008
Focus 2 Read	Copyright	1-220481901	Application pending with US Copyright Office
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www.mychildssuccess.org	Domain name	November 17, 2010	GoDaddy.com, Inc.
www.sensoryacadmics.com	Domain name	April 17, 2010	GoDaddy.com, Inc.
www.sensoryacadmics.net	Domain name	April 17, 2010	GoDaddy.com, Inc.
www.sensoryacadmics.org	Domain name	April 17, 2010	GoDaddy.com, Inc.

