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
Lakeland Finance, LLC		10/04/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Ares Capital Corporation
Street Address:	12391 Montrero Avenue
City:	Sylmar
State/Country:	CALIFORNIA
Postal Code:	91342
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	3479690	AHSTF
Serial Number:	85174183	AHSTF AMERICAN HIGH SCHOOL THEATRE FESTIVAL
Registration Number:	2149853	AMERICAN HIGH SCHOOL THEATRE FESTIVAL
Registration Number:	3003906	AMERICAN HIGH SCHOOL THEATRE FESTIVAL
Serial Number:	85174178	AMERICAN HIGH SCHOOL HONORS PERFORMANCE SERIES
Registration Number:	3978110	BGA
Registration Number:	3978105	BGA
Registration Number:	3125754	BOWL GAMES OF AMERICA
Registration Number:	2893245	CHRISTIAN DISCOVERIES
Serial Number:	85174175	COLLEGIATE MASTER PERFORMANCE SERIES
Registration Number:	3411667	DISCOVER YOUR WORLD
Registration Number:	3414331	DISCOVERY FOR CREDIT
Serial Number:	77420057	DISCOVERY JOURNAL

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Registration Number:	1528864	EFS EDUCATIONAL FIELD STUDIES, INC.
Registration Number:	1705458	EFS
Registration Number:	4005387	FESTIVAL OF GOLD
Registration Number:	4005386	FESTIVAL OF GOLD
Registration Number:	3629871	FIELD STUDIES INTERNATIONAL
Registration Number:	3794211	GEORGE WASHINGTON SCHOLARS FORUM
Registration Number:	4005398	HERITAGE CHILDREN'S CHOIR FESTIVALS
Registration Number:	4005397	HERITAGE CHILDREN'S CHOIR FESTIVALS
Registration Number:	3111242	HF HERITAGE FESTIVALS
Serial Number:	85377053	HERITAGE PERFORMANCE
Registration Number:	3985552	ICTF
Serial Number:	85183156	ICTF INTERNATIONAL COLLEGIATE THEATRE FESTIVAL
Registration Number:	3794213	
Registration Number:	3621875	
Registration Number:	3743643	THE FIELD STUDIES CENTER
Registration Number:	2614277	WORLDSTRIDES
Registration Number:	2643884	WORLDSTRIDES
Serial Number:	85172542	WS WORLDSTRIDES

CORRESPONDENCE DATA

Fax Number: (212)969-2900
Phone: (212) 969-3000
Email: trademark@proskauer.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Jenifer deWolf Paine
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	11668-075 ARES SEC AGRMT
NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	10/14/2011

Total Attachments: 8
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THIS TRADEMARK SECURITY AGREEMENT, dated as of October 4, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Ares Capital Corporation ("Ares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of October 4, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Loan Parties, the Lenders and the L/C Issuers from time to time party thereto and Ares, as Administrative Agent for the Secured Parties, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

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(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof.

Notwithstanding the foregoing, no security interest or Lien on any Trademark shall be deemed granted in, nor shall any such security interest or Lien attach to, any Trademark application filed on an intent to use basis until such time, as any, as a statement of use or affidavit alleging use is filed with the United States Patent and Trademark Office.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event of any conflict between the provisions of this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

LAKELAND FINANCE, LLC
as Grantor

By: James C. Gerber
Name: James C. Gerber
Title: Chief Financial Officer and Secretary

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION,
as Administrative Agent

By: Michael L Smith
Name: Michael L. Smith
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

See attached.

Trademarks Schedule

TRADEMARK	Owner	Application Number	Application Date	Registration Number	Registration Date	Status
AHSTF (BLOCK)	Lakeland Finance, LLC	77/327291	11/12/2007	3479690	8/5/2008	Registered
AHSTF AMERICAN HIGH SCHOOL THEATRE FESTIVAL & DESIGN (DESIGN PLUS CHARACTERS)	Lakeland Finance, LLC	85/174183	11/11/2010			Pending
AMERICAN HIGH SCHOOL THEATRE FESTIVAL	Lakeland Finance, LLC	75/152755	8/19/1996	2149853	4/7/1998	Registered
AMERICAN HIGH SCHOOL THEATRE FESTIVAL	Lakeland Finance, LLC	78/387679	3/19/2004	3003906	10/4/2005	Registered
AMERICAN HIGH SCHOOL HONORS PERFORMANCE SERIES (DESIGN PLUS CHARACTERS)	Lakeland Finance, LLC	85/174178	11/11/2010			Published
BGA & DESIGN (DESIGN PLUS CHARACTERS)	Lakeland Finance, LLC	85/174542	11/11/2010	3978110	6/14/2011	Registered
BGA (BLOCK)	Lakeland Finance, LLC	85/174483	11/11/2010	3978105	6/14/2011	Registered
BOWL GAMES OF AMERICA	Lakeland Finance, LLC	78/473420	8/25/2004	3125754	8/8/2006	Registered
CHRISTIAN DISCOVERIES (BLOCK)	Lakeland Finance, LLC	78/240677	4/22/2003	2893245	10/12/2004	Registered
COLLEGIATE MASTER	Lakeland Finance,	85/174175	11/11/2010			Pending

TRADEMARK	Owner	Application Number	Application Date	Registration Number	Registration Date	Status
PERFORMANCE SERIES (DESIGN PLUS CHARACTERS)	LLC					
DISCOVER YOUR WORLD (BLOCK)	Lakeland Finance, LLC	78/387681	3/19/2004	3411667	4/15/2008	Registered
DISCOVERY FOR CREDIT (BLOCK)	Lakeland Finance, LLC	77/246141	8/3/2007	3414331	4/22/2008	Registered
DISCOVERY JOURNAL (BLOCK)	Lakeland Finance, LLC	77/420057	3/12/2008			Pending
EFS EDUCATIONAL FIELD STUDES, INC.	Lakeland Finance, LLC	73/733088	6/8/1988	1528864	3/7/1989	Registered
EFS	Lakeland Finance, LLC	74/158199	4/18/1991	1705458	8/4/1992	Registered
FESTIVAL OF GOLD & DESIGN (DESIGN PLUS CHARACTER)	Lakeland Finance, LLC	85/176431	11/15/2010	4005387	8/2/2011	Registered
FESTIVAL OF GOLD (BLOCK)	Lakeland Finance, LLC	85/176420	11/15/2010	4005386	8/2/2011	Registered
FIELD STUDIES INTERNATIONAL (BLOCK)	Lakeland Finance, LLC	77/460473	4/29/2008	3629871	6/2/2009	Registered
GEORGE WASHINGTON SCHOLARS FORUM (BLOCK)	Lakeland Finance, LLC	77/628739	12/8/2008	3794211	5/25/2010	Registered
HERITAGE CHILDREN'S CHOIR FESTIVALS & DESIGN (DESIGN PLUC CHARACTERS)	Lakeland Finance, LLC	85/177728	11/16/2010	4005398	8/2/2011	Registered
HERITAGE CHILDREN'S	Lakeland Finance,	85/177709	11/16/2010	4005397	8/2/11	Registered

TRADEMARK	Owner	Application Number	Application Date	Registration Number	Registration Date	Status
CHOIR FESTIVALS (BLOCK)	LLC					
HERITAGE FESTIVALS (DESIGN PLUS CHARACTERS)	Lakeland Finance, LLC	78/473423	8/25/2004	3111242	7/4/2006	Registered
HERITAGE PERFORMANCE	Lakeland Finance, LLC	85/377053	7/21/2011	4005397	8/2/2011	Registered
ICTF (BLOCK)	Lakeland Finance, LLC	85/183128	11/23/2010	3985552	7/28/2011	Registered
ICTF INTERNATIONAL COLLEGIATE THEATRE FESTIVAL (DESIGN PLUS CHARACTERS)	Lakeland Finance, LLC	85/183156	11/23/2010	39932160	7/12/2011	Registered
MISC. DESIGN (EYES OF GW)	Lakeland Finance, LLC	77/628789	12/8/2008	3794213	5/25/2010	Registered
MISC. DESIGN	Lakeland Finance, LLC	77/461065	4/29/2008	3621875	5/19/2009	Registered
THE FIELD STUDIES CENTER (BLOCK)	Lakeland Finance, LLC	77/460912	4/29/2008	3743643	2/2/2010	Registered
WORLDSTRIDES (DESIGN PLUS CHARACTERS)	Lakeland Finance, LLC	76/163552	11/13/2000	2614277	9/3/2002	Registered
WORLDSTRIDES (BLOCK)	Lakeland Finance, LLC	76/096333	7/24/2000	2643884	10/29/2001	Registered
WS WORLDSTRIDES (DESIGN PLUS CHARACTERS)	Lakeland Finance, LLC	85/172542	11/9/2010			Pending