

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (Senior Subordinated Debt)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MINDNURTURE, LLC		03/20/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	38 Fountain Square Plaza, MD 109047
Internal Address:	Attention: Mezzanine Finance Group
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3046893	MINDNURTURE
Registration Number:	3282029	LEARNINGGAMES
Registration Number:	2999145	CRADLE TO CLASSROOM
Serial Number:	85427398	CRADLE TO CLASSROOM

CORRESPONDENCE DATA

Fax Number: (202)533-9099
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-467-8856
 Email: iplaw@vorys.com, rsdonnell@vorys.com, jspiantanida@vorys.com
 Correspondent Name: Vorys, Sater, Seymour and Pease LLP
 Address Line 1: P.O. Box 2255 -- IPLAW@Vorys
 Address Line 2: Attn: Richard S. Donnell, Esq.
 Address Line 4: Columbus, OHIO 43216-2255

TRADEMARK

ATTORNEY DOCKET NUMBER:	005252-871/1707/TMMINDSUB
NAME OF SUBMITTER:	Richard S. Donnell
Signature:	/richard s donnell/
Date:	04/06/2012

Total Attachments: 14

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TRADEMARK SECURITY AGREEMENT

(Senior Subordinated Debt)

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 20, 2012 (the "Effective Date"), is entered into by and among **UTJ HOLDCO INC.**, a Delaware corporation, whose principal place of business and mailing address is 303 West Madison Street, Suite 2500, Chicago, Illinois 60606 ("Holdco"), **TEACHING STRATEGIES, LLC**, a Delaware limited liability company (successor by conversion to Teaching Strategies, Inc., a District of Columbia corporation), whose principal place of business and mailing address is 7101 Wisconsin Avenue, Bethesda, Maryland 20814 ("Teaching Strategies"), **TEACHING STRATEGIES INTERNATIONAL, LLC**, a Delaware limited liability company, whose principal place of business and mailing address is 7101 Wisconsin Avenue, Bethesda, Maryland 20814 ("TSI"), **MINDNURTURE, LLC**, a Delaware limited liability company (successor by conversion to MindNurture, Inc., a North Carolina corporation) whose principal place of business and mailing address is 7101 Wisconsin Avenue, Bethesda, Maryland 20814 ("Mindnurture" and together with Holdco, Teaching Strategies and TSI, each a "Debtor" and, collectively, "Debtors") and **FIFTH THIRD BANK**, an Ohio banking corporation ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (hereinafter collectively, "Secured Party"). Each Debtor hereby grants to Secured Party a continuing security interest in and to, and a Lien on, all such Debtor's "Trademark Collateral", as defined in Section 2 of this Agreement. Each Debtor and Secured Party hereby further agree as follows:

1. OBLIGATIONS: The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of the "Obligations", as that term is defined in the Senior Subordinated Credit Agreement dated of even date herewith among Debtors and Lender (as the same may be amended, renewed, consolidated, restated or replaced from time to time, the "Credit Agreement").

2. TRADEMARK COLLATERAL: The collateral in which a security interest and Lien is hereby granted (all of the following being, collectively, the "Trademark Collateral") comprises collectively: (a) all of each Debtor's right, title and interest in and to all of its now owned or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications, as defined below), including each mark, registration, and application listed on Schedule I, attached hereto and made a part hereof (the property in this item (a) being, each, a "Trademark," and, collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Trademarks, including damages and payments for past or future infringements of any and all of the Trademarks; (d) all rights to sue for past, present and future infringements of any and all of the Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of each Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trademark

or service mark registrations, trade names, and trademark or service mark applications, including the licenses listed on Schedule I and the Trademark Licenses (as defined in Section 4) (each Debtor's rights as licensor or licensee sometimes referred to in this Agreement collectively as "Trademark License Rights"); (g) the goodwill of each Debtor's business connected with the use of, and symbolized by, any of the foregoing; and (h) all books, records, cash and non-cash proceeds of any and all of the foregoing. Notwithstanding anything to the contrary in this Agreement, (i) the Trademark Collateral shall not include any Excluded Property (as defined in the Security Agreement among Debtors and Secured Party, dated as of the date hereof (the "General Security Agreement")), in the manner, and to the extent, provided in the definition of Excluded Property therein, and (ii) nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, any Debtor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

3. DEFINITIONS: Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Credit Agreement. All of the uncanceled terms contained in this Agreement which are now or hereafter defined in the Illinois UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Illinois UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. As used in this Agreement, the "Uniform Commercial Code" means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time; and the "Illinois UCC" means the Uniform Commercial Code, as adopted in Illinois, as amended or superseded from time to time.

4. LICENSES: Except for licenses attendant to products and services provided by each Debtor in the ordinary course of business consistent with past custom and practice, each Debtor expressly represents, warrants, covenants and agrees that such Debtor shall not license, as licensor, any Trademarks (a "Trademark License") included in the Trademark Collateral without the prior written consent of Secured Party, which consent will not be unreasonably withheld by Secured Party so long as no Event of Default has occurred and is continuing (in which case Secured Party may withhold its consent in its sole discretion), and each such Trademark License so granted shall be subject to the terms and conditions of this Agreement.

5. REPRESENTATIONS AND WARRANTIES:

To induce Lender to make the Loan and other extensions of credit pursuant to the Loan Documents, each Debtor represents and warrants to Secured Party that the following statements are, as of the date hereof and as of the date that each representation and warranty set forth in the FTSTFG Senior Debt Credit Agreement is required to be made or remade pursuant thereto, true:

(a) Except for the security interest hereby granted or as may be set forth on Schedule I, each applicable Debtor is, and as to any property which at any time forms a part of the Trademark Collateral, shall be, the sole legal and beneficial owner of the entire right, title and interest in and to the Trademark Collateral, or otherwise has the right to grant a security interest in the Trademark Collateral, free and clear of any Lien (other than Permitted Liens), option, or

license (other than any license expressly permitted by this Agreement); and such Debtor has full right to grant the security interest hereby granted;

(b) Set forth on Schedule I is a complete and accurate list of all Trademarks registered with (or with applications pending with) the United States Patent and Trademark Office and material Trademark License Rights owned by each Debtor or in which any Debtor has any rights;

(c) Except as otherwise set forth on Schedule I, (i) each Trademark is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and (ii) to each Debtor's Knowledge, each Trademark is enforceable and each application for registration of any Trademark is valid, registered or registrable, and enforceable. There have been no prior uses of any item of the Trademark Collateral, to each Debtor's Knowledge, which would reasonably be expected to lead to such item becoming invalid or unenforceable, including to each Debtor's Knowledge, prior unauthorized uses by third Persons and uses which were not supported by the goodwill of the business connected with such item;

(d) No Debtor has granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral except as otherwise disclosed on Schedule I or except as expressly permitted under Section 4;

(e) Each Debtor has exercised commercially reasonable efforts to ensure that reasonable and proper statutory notice has been used in all material respects in connection with the use of each registered Trademark;

(f) To each Debtor's Knowledge, the Trademark License Rights are in full force and effect. No Debtor is in default under any of the Trademark License Rights, and, to each Debtor's Knowledge, no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, would reasonably be expected to constitute a default by such Debtor under the Trademark License Rights; and

(g) Except for the filing of financing statements and the recording of this Agreement with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country), no authorization, consent, approval or other action by, and no notice to or filing or recording with, any Governmental Authority is currently or is reasonably expected to be required either: (i) for the grant by each Debtor of the Liens granted hereby, (ii) for the execution, delivery or performance of this Agreement by each Debtor, or (iii) for the perfection of, or the exercise by Secured Party of, its rights and remedies hereunder.

6. DEBTORS' RESPONSIBILITIES AND AGREEMENTS: Until the Payment in Full of the Obligations and this Agreement is terminated:

(a) Debtors will furnish to Secured Party, upon Secured Party's request, a current list of all of the items of the Trademark Collateral for the purpose of identifying the Trademark Collateral, including any licensing of Trademark Collateral, and all other information in connection with the Trademark Collateral as Secured Party may reasonably request, all in

reasonable detail, and further execute and deliver such supplemental instruments, in the form of assignments or otherwise, as Secured Party shall reasonably require for the purpose of confirming and perfecting Secured Party's security interest in any or all of the Trademark Collateral; *provided* that so long as (i) FTSFG Senior Lender is an Affiliate of Secured Party and has the right to request current lists of the Trademark Collateral in accordance with the FTSFG Senior Debt Documents and (ii) no Event of Default has occurred, Secured Party will not additionally request any current list of Trademark Collateral from Debtor but may instead rely on the current lists of Trademark Collateral requested and received by FTSFG Senior Lender;

(b) Should any Debtor obtain an ownership interest in any Trademark License Rights or Trademarks that are not now identified in Schedule I: (i) such Debtor will give prompt written notice to Secured Party of any such Trademark License Rights or Trademarks which are necessary or reasonably material to the conduct of such Debtor's business, (ii) the provisions of Section 2 shall automatically apply to the Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications) acquired or obtained, and (iii) such Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral under this Section 6(b). Upon any such notice by such Debtor to Secured Party, Schedule I will be automatically amended to include any Trademarks and Trademark License Rights which shall become part of the Trademark Collateral under this Section 6(b);

(c) To the extent that any Debtor determines in its reasonable discretion that it is in such Debtor's best interest to do so, such Debtor will take all commercially reasonable steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each registered Trademark and to pursue each item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings. To the extent necessary to the conduct of its business, each Debtor agrees to take commercially reasonable corresponding steps with respect to each new or other registered Trademark and application for Trademark registration to which such Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Debtors. No Debtor shall (i) abandon any registration of or any item of Trademark Collateral, (ii) abandon any right to file an application for Trademark registration, or (iii) abandon any pending application, registration, or Trademark, unless, in each case, the goodwill of the business connected with and symbolized by such application, registration, or Trademark is not material in the conduct of such Debtor's business;

(d) Debtors will notify Secured Party promptly in writing (i) of any information which any Debtor has received, or may expect to receive, which might in any way materially adversely affect the value of the Trademark Collateral or the rights of Secured Party with respect thereto; and (ii) when any Debtor has Knowledge (A) that any of the Trademark Collateral may become abandoned or dedicated; (B) of any adverse written determination by a court or other Governmental Authority (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any

item of the Trademark Collateral; or (C) that such Debtor is or could reasonably be expected to be in default of any of the Trademark License Rights;

(e) Debtors will promptly notify Secured Party if any Debtor becomes aware that any item of the Trademark Collateral that is necessary or material to its business is infringed or misappropriated by any Person (an “Infringement”). Debtors will, to the extent that such Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in such Debtor’s best interest to do so, promptly sue for Infringement and for recovery of all damages caused by such Infringement, and will take all other commercially reasonable actions under the circumstances in any such Infringement suit to protect the Trademark Collateral subject to such Infringement suit. Any expense incurred in connection with the foregoing activities will be borne by Debtors;

(f) Except as expressly permitted by this Agreement or as expressly permitted by the Credit Agreement, no Debtor will (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral; (ii) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except for Permitted Liens and as may otherwise be disclosed in Schedule I; or (iii) take any other action in connection with any of the items of Trademark Collateral that could materially impair the value of the interests or rights of any Debtor or Secured Party in, to or under such Trademark Collateral;

(g) Each Debtor will exercise commercially reasonable efforts to ensure that reasonable and proper statutory notice is used in connection with its use of each registered Trademark in its business;

(h) Debtors will pay all expenses and reasonable attorneys’ fees incurred by Secured Party in the exercise (including enforcement) of any of Secured Party’s rights or remedies under this Agreement or applicable law, and each Debtor agrees that said expenses and fees shall constitute part of the Obligations and be secured by the Trademark Collateral and the other Loan Collateral; and

(i) Notwithstanding anything to the contrary herein, any notice required to be delivered by Debtor to Secured Party under this Section 6 shall be deemed timely delivered if such notice is timely delivered by Debtor to FTSFG Senior Lender under Section 6 of the Trademark Security Agreement (as such term is defined in the FTSFG Senior Debt Credit Agreement), until, in each case, the FTSFG Senior Debt has been paid in full and the FTSFG Senior Debt Credit Agreement has terminated.

7. POWER OF ATTORNEY: Each Debtor hereby (a) makes, constitutes and appoints Secured Party its true and lawful attorney in fact for the following limited purposes: (i) to execute and/or authenticate on its behalf and/or file financing statements reflecting its security interest in the Trademark Collateral, (ii) to record the security interest in any and all Trademark Collateral in favor of Secured Party with the United States Patent and Trademark Office (and each other applicable Governmental Authority), (iii) to execute and/or authenticate on its behalf and/or file any other documents necessary or desirable to perfect or otherwise further the security interest granted herein, and (iv) upon the occurrence and during the continuance of an Event of

Default: (1) to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Trademark Collateral, (2) to assign of record in the United States Patent and Trademark Office (and each other applicable Governmental Authority) any and all of the Trademark Collateral in Secured Party's name (or the name of any nominee), and/or (3) otherwise to enforce the rights of Secured Party with respect to any of the Trademark Collateral, and (b) specifically authorizes Secured Party as its true and lawful attorney in fact to act in accordance with the above. It is understood and agreed that the foregoing powers of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until the Termination of this Agreement in accordance with Section 9(k) of this Agreement.

8. DEFAULT:

(a) If an Event of Default occurs and is continuing, then, in any such event, Secured Party may, without further notice to any Debtor except as expressly provided in the Credit Agreement, at Secured Party's option, declare all Notes and any or all of the other Obligations to become immediately due and payable in the aggregate amount thereof. If an Event of Default occurs and is continuing, Secured Party may resort to the rights and remedies available at law, in equity and under the Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including, without limitation: (i) causing the assignment of record in the United States Patent and Trademark Office (or any other applicable Governmental Authority) of the Trademark Collateral in Secured Party's name or in the name of any nominee of Secured Party; (ii) requiring each Debtor to assemble all or any part of the documents embodying the Trademark Collateral as directed by Secured Party and make the documents available to Secured Party at a place to be designated by Secured Party; (iii) licensing the Trademark Collateral or any part thereof, or assigning its rights to the Trademark License Rights to any Person, and otherwise exercising any and all rights and remedies of Secured Party under or in connection with the Trademark Licenses or otherwise in respect of the Trademark Collateral (and Secured Party is also hereby granted a non-exclusive, royalty-free license to use the Trademark Collateral in completing production of, advertising for sale, and selling any Collateral); and (iv) selling the Trademark Collateral at a public or private sale, and Debtors will, after the Payment in Full of the Obligations, be credited with the net proceeds of such sale only when they are actually received by Secured Party, and any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to any Debtor ten (10) days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral following the occurrence and during the continuance of an Event of Default, (A) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (B) each Debtor will supply to Secured Party or its designee such Debtor's: (1) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition, and (2) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services. Moreover, if an Event of Default occurs and is continuing, then Secured Party may, at Secured Party's option and without notice to any Debtor, apply for and have a receiver appointed under state or federal law by a court of competent jurisdiction in any action taken by Secured Party to enforce its rights and

remedies under this Agreement and, as applicable, the other Loan Documents in order to: (I) manage, protect, preserve, and sell and otherwise dispose of all or any portion of the Trademark Collateral, (II) continue the operation of the business of any Debtor, and/or (III) collect all revenues and profits thereof and apply the same to the payment of all expenses and other charges of such receivership, including the compensation of the receiver, and to the payment of the Obligations until a sale or other disposition of such Trademark Collateral is finally made and consummated.

(b) No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. Secured Party may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Secured Party to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

(c) Each Debtor acknowledges and agrees that Secured Party shall have no obligation to, and each Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Secured Party to: (i) prepare any of the Trademark Collateral for sale, (ii) pursue any Person to collect any of the Obligations, or (iii) exercise collection remedies against any Persons obligated on the Trademark Collateral. Secured Party's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral, will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

9. GENERAL PROVISIONS:

(a) All rights of Secured Party shall inure to the benefit of its successors, assigns and affiliates, and all obligations of each Debtor shall bind the successors and assigns of each Debtor.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement; *provided* that nothing herein or in any of the Loan Documents shall be construed to supersede, or to have merged into, any of the FTSE Senior Debt Documents, all of which will remain in full force and effect. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Illinois except to the extent of the application of other laws of mandatory application.

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Each Debtor hereby irrevocably authorizes Secured Party to file and/or record with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country). Each Debtor also hereby irrevocably authorizes Secured Party at any time and from time to time to file and/or record in any filing office in any jurisdiction any initial financing statements and amendments thereto that (i) describe the Trademark Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether such Debtor is an organization, the type of organization and any organizational identification number issued to such Debtor. Each Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming such Debtor as debtor and Secured Party as secured party. Secured Party is hereby authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or, following the occurrence and during the continuance of an Event of Default, enforce the security interest granted to Secured Party in the Trademark Collateral.

(f) Secured Party shall have no duty of care with respect to the Trademark Collateral except that Secured Party shall exercise reasonable care with respect to the Trademark Collateral in Secured Party's custody. Secured Party shall be deemed to have exercised reasonable care if (i) such property is accorded treatment substantially equal to that which Secured Party accords its own property or (ii) Secured Party takes such action with respect to the Trademark Collateral as any Debtor shall reasonably request in writing. Secured Party will not be deemed to have, and nothing in this subparagraph (f) may be construed to deem that Secured Party has, failed to exercise reasonable care in the custody or preservation of Trademark Collateral in its possession merely because either (A) Secured Party failed to comply with any request of any Debtor or (B) Secured Party failed to take steps to preserve rights against any Persons in such property. Each Debtor agrees that Secured Party has no obligation to take steps to preserve rights against any prior parties.

(g) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of

similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by any Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Secured Party's Lien on, the "Collateral" as defined in the General Security Agreement, or Secured Party's rights or remedies respecting the "Collateral." Without limiting the generality of the foregoing, this Agreement is not in any way intended, nor may it be construed, to replace, impair or extinguish the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Secured Party under the General Security Agreement or any other Loan Documents, which security interests and other Liens, each Debtor, by this Agreement, acknowledges, reaffirms and confirms to Secured Party.

(h) SECURED PARTY AND EACH DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(i) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Secured Party does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or inconsistency, in Secured Party's judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Secured Party's judgment, providing Secured Party with the greater rights, remedies, powers, privileges, or benefits will control.

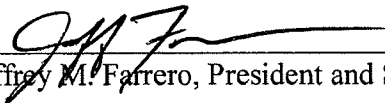
(j) Each Debtor recognizes that, in the event that such Debtor fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, any remedy at law may prove to be inadequate relief to Secured Party; therefore, each Debtor agrees that Secured Party, if Secured Party so requests, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

(k) This Agreement will terminate ("Termination") upon the Payment in Full of the Obligations. Upon such Termination, the Liens on the Trademark Collateral granted hereunder shall automatically be released without further action of Secured Party, and Secured Party will, upon each Debtor's request and at each Debtor's expense, execute and deliver to such Debtor a release of its Lien on the Trademark Collateral granted pursuant to this Agreement or similar instrument of re-conveyance and deliver UCC termination statements with respect to its Lien on the Trademark Collateral, all as such Debtor may reasonably request.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party and Debtors, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

UTJ HOLDCO INC.

By: 
Jeffrey M. Farrero, President and Secretary

TEACHING STRATEGIES, LLC

By: _____
Grant L. Davies, Chief Executive Officer

**TEACHING STRATEGIES
INTERNATIONAL, LLC**

By: TEACHING STRATEGIES, LLC, its sole
member

By: _____
Grant L. Davies, Chief Executive Officer

MINDNURTURE, LLC

By: TEACHING STRATEGIES, LLC, its sole
member

By: _____
Grant L. Davies, Chief Executive Officer

FIFTH THIRD BANK

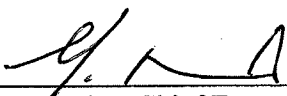
By: _____
Harrison S. Mullin, Vice President

IN WITNESS WHEREOF, Secured Party and Debtors, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

UTJ HOLDCO INC.


By: _____
Jeffrey M. Farrero, President and Secretary

TEACHING STRATEGIES, LLC

By:  _____
Grant L. Davies, Chief Executive Officer


**TEACHING STRATEGIES
INTERNATIONAL, LLC**

By: TEACHING STRATEGIES, LLC, its sole member

By:  _____
Grant L. Davies, Chief Executive Officer

MINDNURTURE, LLC

By: TEACHING STRATEGIES, LLC, its sole member

By:  _____
Grant L. Davies, Chief Executive Officer

FIFTH THIRD BANK

By: _____
Harrison S. Mullin, Vice President

IN WITNESS WHEREOF, Secured Party and Debtors, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

UTJ HOLDCO INC.

By: _____
Jeffrey M. Farrero, President and Secretary

TEACHING STRATEGIES, LLC

By: _____
Grant L. Davies, Chief Executive Officer

**TEACHING STRATEGIES
INTERNATIONAL, LLC**

By: TEACHING STRATEGIES, LLC, its sole
member

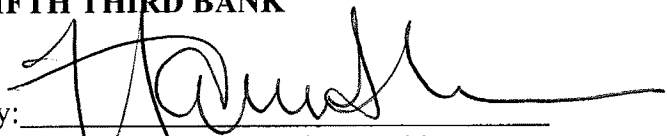
By: _____
Grant L. Davies, Chief Executive Officer

MINDNURTURE, LLC

By: TEACHING STRATEGIES, LLC, its sole
member

By: _____
Grant L. Davies, Chief Executive Officer

FIFTH THIRD BANK

By: 
Harrison S. Mullin, Vice President

SCHEDULE I

TRADEMARKS AND LICENSES

Registered/Pending Trademarks

See attached.

Trademark License Rights

See attached.

Trademarks – Teaching Strategies and MindNurture

Trademark Registrations – United States

Owned by Teaching Strategies:

Mark	Serial No.	Reg. No.	Filing Date	Registration Date
CREATIVE CURRICULUM	73/661561	1512624	5/18/1987	11/15/1988
CREATIVE CURRICULUM	77/635805	3753765	12/18/2008	3/2/2010
CREATIVE CURRICULUM	77/635792	3890671	12/18/2008	12/14/2010
Door Design	77/635797	3874044	12/18/2008	11/9/2010
TEACHING STRATEGIES	77/635814	3753766	12/18/2008	3/2/2010
TEACHING STRATEGIES & Child Design	78/725887	3173660	10/4/2005	11/21/2006
TEACHING STRATEGIES GOLD	77/736109	3978659	5/13/2009	6/14/2011
TEACHING STRATEGIES INC. & Silhouette Design	74/030754	1687801	2/20/1990	5/19/1992
INSPIREWORKS! YOUR MENTOR ON DEMAND & Design	78/487530	3116107	9/22/2004	7/18/2006
TRAINERVISION VIDEO RESOURCE LIBRARY & Design	78/370906	2938027	2/19/2004	4/5/2005

Owned by MindNurture:

Mark	Serial No.	Reg. No.	Filing Date	Registration Date
MINDNURTURE	78/377128	3046893	3/2/2004	1/17/2006
LEARNINGGAMES	77/039234	3282029	11/6/2006	8/21/2007
CRADLE TO CLASSROOM	78/356043	2999145	1/22/2004	9/20/2005
CRADLE TO CLASSROOM	85/427398		9/20/2011	Pending

Unregistered Trademarks – Owned by Teaching Strategies

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