

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Teaching Strategies, LLC		04/19/2012	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: 8

Property Type	Number	Word Mark
Serial Number:	85276109	BECAUSE PARENTING COUNTS
Registration Number:	3938609	PARENTING COUNTS
Registration Number:	3069361	PARENTING COUNTS
Registration Number:	3688698	PARENTING COUNTS
Registration Number:	3111254	PARENTING COUNTS
Registration Number:	3199511	PARENTING COUNTS
Registration Number:	3113800	PARENTING COUNTS
Registration Number:	3765617	EMOTION COACHING

CORRESPONDENCE DATA

Fax Number: 2025339099
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

CH \$215.00 85276109

Email: iplaw@vorys.com, rsdonnell@vorys.com,
jspiantanida@vorys.com, rtwilliams@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

ATTORNEY DOCKET NUMBER:	005252-871/1707/TEACHSUB
NAME OF SUBMITTER:	Richard S. Donnell
Signature:	/richard s donnell/
Date:	05/14/2012

Total Attachments: 6

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**FIRST AMENDMENT
TO
TRADEMARK SECURITY AGREEMENT**
(Senior Subordinated Debt)

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (SENIOR SUBORDINATED DEBT) (this "Amendment"), is made and entered into as of April 19, 2012 (the "Effective Date"), 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").

Preliminary Statements

A. Debtors and Lender have entered into that certain Senior Subordinated Credit Agreement dated as of March 20, 2012 (as heretofore and hereafter amended, restated, supplemented, modified or otherwise revised from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, Debtors and Secured Party have entered into that certain Trademark Security Agreement (Senior Subordinated Debt) dated as of March 20, 2012 (the "Trademark Security Agreement"), which was recorded with the United States Patent and Trademark Office on April 6, 2012, in its records at Reel 4752, Frame 0278. Capitalized terms used, but not defined, herein shall have the meanings assigned to them in the Trademark Security Agreement.

C. Debtors and Secured Party desire to enter into this Amendment to supplement the Trademarks listed on Schedule I to the Trademark Security Agreement, all on the terms, and subject to the conditions, set forth herein.

Statement of Agreement

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement and for other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, Secured Party and Debtors hereby agree as follows:

1. **Amendment to Trademark Security Agreement.** Schedule I to the Trademark Security Agreement is hereby amended by the addition thereto of the document attached hereto

as Supplement to Schedule I, to be attached at the end of the existing Schedule I to the Trademark Security Agreement. Accordingly, each of the Debtors hereby acknowledges and agrees that each mark, registration, and application listed on Supplement to Schedule I hereby constitutes, and shall be hereby deemed to be, a part of the Trademark Collateral and the Trademarks for all purposes of the Trademark Security Agreement and each of the other Loan Documents.

2. Continuing Effect of Trademark Security Agreement; Reaffirmation of Security. Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Without limiting the generality of the foregoing, each of the Debtors ratifies and reaffirms all grants of Liens to Secured Party on the Trademark Collateral (including, without limitation, each mark, registration, and application set forth on the Supplement to Schedule I attached hereto) as security for the Obligations, and each of the Debtors acknowledges and confirms that the grants of the Liens to Secured Party on the Trademark Collateral: (a) represent continuing Liens on all of the Trademark Collateral, (b) secure all of the Obligations, and (c) represent valid, first and best Liens on all of the Trademark Collateral except to the extent of any Permitted Liens.

3. One Agreement; References; Fax Signature. The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. Any reference in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

4. Captions. The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

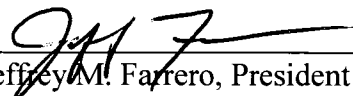
5. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

6. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws of the State of Illinois (without regard to Illinois conflicts of law principles).

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtors and Secured Party 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

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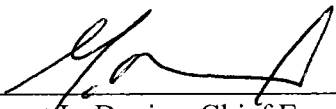
By: _____
Jeffrey M. Farrero, President and Secretary

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By:  _____
Grant L. Davies, Chief Executive Officer

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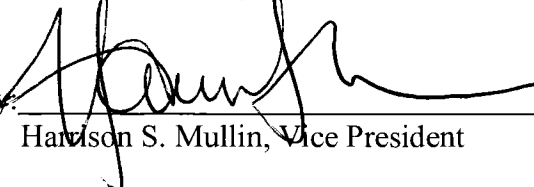
By: _____
Grant L. Davies, Chief Executive Officer

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

SUPPLEMENT TO SCHEDULE I

TRADEMARKS

<u>Trademark</u>	<u>Registered Owner</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
BECAUSE PARENTING COUNTS	Talaris Research Institute	85276109	March 24, 2011	N/A	N/A
PARENTING COUNTS	Talaris Research Institute	77803070	August 12, 2009	3938609	March 29, 2011
PARENTING COUNTS	Talaris Research Institute	78462394	August 5, 2004	3069361	March 14, 2006
PARENTING COUNTS	Talaris Research Institute	77672295	February 17, 2009	3688698	September 29, 2009
PARENTING COUNTS	Talaris Research Institute	78488088	September 22, 2004	3111254	July 4, 2006
PARENTING COUNTS and design 	Talaris Research Institute	78501441	October 18, 2004	3199511	January 16, 2007
PARENTING COUNTS and design 	Talaris Research Institute	78501445	October 18, 2004	3113800	July 11, 2006
EMOTION COACHING	Talaris Research Institute	77723017	April 27, 2009	3765617	March 23, 2010