

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Trademark Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Knowledge Learning Corporation		01/07/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	BNP Paribas, as Agent
<b>Street Address:</b>	One Front Street, 23rd Floor
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94111-5325
<b>Entity Type:</b>	Unknown:

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Serial Number:	76606485	DISCOVER WHERE LIFETIME LEARNING BEGINS
Serial Number:	78173102	MAKING THE EARLY YEARS COUNT
Serial Number:	76606486	MEDALLION SCHOOL PARTNERSHIPS
Serial Number:	76607522	PARTNERS AROUND LITERACY
Serial Number:	76573342	EARLY FOUNDATIONS
Registration Number:	2892993	WHERE LIFETIME LEARNING BEGINS
Registration Number:	1659140	CHILDREN'S DISCOVERY CENTERS
Registration Number:	1643947	PIAGET DISCOVERY SCHOOL
Registration Number:	1634440	PRODIGY CHILD DEVELOPMENT CENTERS
Registration Number:	2650339	
Registration Number:	2496725	WHERE LEARNING COMES NATURALLY

**CORRESPONDENCE DATA**

Fax Number: (213)430-6407

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**900017997**

**TRADEMARK  
 REEL: 003009 FRAME: 0234**

**CH \$290.00 76606485**

Email: gdurham@omm.com  
Correspondent Name: Gina M. Durham, Esq.  
Address Line 1: 400 South Hope Street  
Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Gina M. Durham
Signature:	/Gina M. Durham/
Date:	01/13/2005

**Total Attachments: 4**  
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## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, KNOWLEDGE LEARNING CORPORATION**, a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Grantor, has entered into an Credit Agreement dated as of January 7, 2005 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”) and BNP Paribas, as Agent for the Lenders (in such capacity, “**Secured Party**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

**WHEREAS**, Grantor may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Lender Hedge Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedge Agreements are entered into (in such capacity, collectively, “**Hedge Counterparties**”); and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of January 7, 2005 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party became a secured creditor with respect to, the Trademark Collateral; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case if material to the business of such Grantor and whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically set forth on Schedule A annexed hereto, as the same may be amended pursuant hereto from time to time) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed

hereto, as the same may be amended pursuant hereto from time to time), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

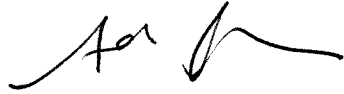
Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have granted a security interest in, any of Grantor's rights or interests in any Trademark Collateral to the extent, but only to the extent, that such grant is prohibited by applicable law or to the extent that such a grant would, under the terms of any license, contract or agreement related to any such Trademark Collateral, result in a breach of the terms of, or constitute a default under, any such license, contract or agreement (other than to the extent that any such prohibition would be rendered ineffective pursuant to the UCC (as defined in the Security Agreement) or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such prohibition, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

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**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 7th day of January, 2005.

**KNOWLEDGE LEARNING CORPORATION**

By:  \_\_\_\_\_

Name: Adam Cohn  
Title: Vice President

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

**Registered Trademarks:**

	<b>Registered Owner</b>	<b>Trademark Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
1.	Knowledge Learning Corporation	WHERE LIFETIME LEARNING BEGINS	2892993	10/12/04
2.	Knowledge Learning Corporation	CHILDREN'S DISCOVERY CENTERS	1659140	10/01/91
3.	Knowledge Learning Corporation	PIAGET DISCOVERY SCHOOL	1643947	05/07/91
4.	Knowledge Learning Corporation	PRODIGY CHILD DEVELOPMENT CENTER	1634440	02/05/91
5.	Knowledge Learning Corporation	GEODESIC DOME LOGO	2650339	11/12/02
6.	Knowledge Learning Corporation	WHERE LEARNING COMES NATURALLY	2496725	10/09/01

**Pending Trademarks:**

	<b>Applicant</b>	<b>Trademark Description</b>	<b>Serial Number</b>	<b>Application Date</b>
1.	Knowledge Learning Corporation	DISCOVER WHERE LIFETIME LEARNING BEGINS	76/606485	08/11/04
2.	Knowledge Learning Enterprises, Inc.	MAKING THE EARLY YEARS COUNT	78/173102	10/10/02
3.	Knowledge Learning Corporation	MEDALLION SCHOOL PARTNERSHIPS	76/606486	08/11/04
4.	Knowledge Learning Corporation	PARTNERS AROUND LITERACY	76/607522	08/18/04
5.	Knowledge Learning Corporation	EARLY FOUNDATIONS	76/573342	02/02/04