

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

12/10/2013
 900274159

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Teaching Strategies, LLC		10/10/2013 12/10/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Street Finance Corp., as Agent
Street Address:	10 Bank Street, 12th Floor
City:	White Plains
State/Country:	NEW YORK
Postal Code:	10606
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	86063789	GOLD
Serial Number:	86064109	GOLD PLUS

CORRESPONDENCE DATA

Fax Number: 6175269899
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 6175269628
 Email: cslattery@proskauer.com
 Correspondent Name: Christine Slattery
 Address Line 1: Proskauer Rose LLP
 Address Line 2: One International Place
 Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	28514/076
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NAME OF SUBMITTER:	Christine Slattery
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CH \$65.00 86063789

Signature:	/Christine Slattery/
Date:	12/10/2013
Total Attachments: 3 source=TM Security Agreement Supplement (TSI Second Amendment)#page1.tif source=TM Security Agreement Supplement (TSI Second Amendment)#page2.tif source=TM Security Agreement Supplement (TSI Second Amendment)#page3.tif	

SUPPLEMENTAL GRANT OF A SECURITY INTEREST
UNDER THE TRADEMARK SECURITY AGREEMENT

This Supplemental Grant of a Security Interest under the Trademark Security Agreement (the "Supplemental Trademark Security Agreement") is made, and dated as of December 10, 2013 and supplements the Trademark Security Agreement (the "Trademark Security Agreement"), dated December 21, 2012, by Teaching Strategies, LLC, a Delaware limited liability company (the "Grantor") in favor of Fifth Street Finance Corp., a Delaware corporation, as the Administrative Agent for the lenders under the Credit Agreement (in such capacity, together with its successors and assigns, if any, the "Agent");

WHEREAS, subsequent to the execution date of the Trademark Security Agreement, Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on Schedule I attached hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "New Trademarks"); and

WHEREAS, the Grantor and the Agent desire to supplement the Trademark Security Agreement to include the New Trademarks as "Trademarks" thereunder;

WHEREAS, the Grantor entered into a Pledge and Security Agreement, dated December 21, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of the Agent; and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent for the benefit of the Lenders, a continuing security interest in all right, title and interest of the Grantor in, to and under the New Trademarks, together with, among other things, the goodwill of the business symbolized by such Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Agent for the benefit of the Lenders, a continuing security interest in the Collateral (and Schedule A to the Trademark Security Agreement is hereby amended to include the New Trademarks, which shall be deemed to be "Trademark Collateral" under and as defined therein) to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein

[signature page to follow]

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

TEACHING STRATEGIES, LLC

By: Edward Blake
Name: EDWARD BLAKE
Title: CFO

SCHEDULE I

Trademarks

Trademark Registrations Owned By Teaching Strategies:

Mark	Serial No.	Reg. No.	Filing Date	Registration Date	If applicable, original/previous owner
GOLD	86063789	N/A	9/13/2013	N/A	
GOLD PLUS	86064109	N/A	9/13/2013	N/A	