

12-29-1999

FORM PTO-1618A

Expires 06/30/99

OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office

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OPR/FINANCE

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
- Change of Name Month Day Year
- Other - Release of security interest in intellectual property collateral

Conveying Party

Mark if additional names of conveying parties attached

Name Fleet National Bank

Execution Date

Formerly

Month Day Year
12 10 1999

- Individual General Partnership Limited Partnership Corporation Association
- Other - National banking association
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving attached

Name Oakstone Wellness Publishing, LLC, f/k/a ERL-DH Acquisition Corp., LLC

DBA/AKA/TA

Composed of

Address (line 1) 6801 Cahaba Valley Road

Address (line 2)

Address (line 3) Birmingham City AL

State/Country 35242 Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other - limited liability company
- Citizenship/State of Incorporation/Organization - Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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01 FC-481
02 FC-482

TRADEMARK
REEL: 002004 FRAME: 0422

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name
Address (line 1)
Address (line 2)
Address (line 3)
Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (617) 570-1292

Name Miriam J. Rovner
Address (line 1) Goodwin, Procter & Hoar LLP
Address (line 2) Exchange Place
Address (line 3) 53 State Street
Address (line 4) Boston, MA 02109-2881

Pages Enter the total number of pages of the attached conveyance document including any attachments.

5

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

2,145,063 2,143,130 2,250,060 1,911,330

Number of Properties

Enter the total number of properties involved

4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 115.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

07-1700

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Alexander P. Steffan
Name and Person Signing

Alexander P. Steffan
Signature

12/15/99
Date Signed

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

This RELEASE, dated as of December 10, 1999, is made by Fleet National Bank, a national banking association, as Agent ("Secured Party Lender") pursuant to the termination of the Credit Agreements (as defined below) between the Secured Party Lender and Hights Cross Communication, LLC (the "Borrower").

WHEREAS, the Borrower and the Secured Party Lender entered into that certain First Amended and Restated Credit Agreement dated April 7, 1998, and the Second Amended and Restated Credit Agreement dated June 30, 1998, as amended by the First Amendment to the Second Amended and Restated Credit Agreement dated January 21, 1999, and the Second Amendment to the Second Amended and Restated Credit Agreement dated April 21, 1999 (the "Credit Agreements") between the Borrower and the Secured Party Lender, pursuant to which the Secured Party Lender extended credit to the Borrower and certain of the Borrower's subsidiaries granted security interests pursuant to the following;

- ▶ An Intellectual Property Security Agreement dated April 7, 1998 between ERL-DH Acquisition Corp., LLC and the Secured Party Lender (the "ERL-DH Agreement"), recorded at the United States Patent and Trademark Office ("PTO") on April 24, 1998, Reel 1718 Frame 0482;
- ▶ A Copyright Security Agreement dated June 30, 1998 between HC-SP, LLC and the Secured Party Lender (the "HC-SP Copyright Agreement"), recorded at the United States Copyright Office ("USCO") on October 2, 1998, Volume 3423 Page 587 & 588;
- ▶ A Trademark Security Agreement dated June 30, 1998 between HC-SP, LLC and the Secured Party Lender (the "HC-SP Trademark Agreement"), recorded at the PTO on August 31, 1998, Reel 1786, Frame 0285;
- ▶ A Copyright Security Agreement dated June 30, 1998 between Newbridge Educational Publishing, LLC and the Secured Party Lender (the "Newbridge Copyright Agreement"), recorded at the USCO on October 2, 1998, Volume 3423, Page 586;
- ▶ A Trademark Security Agreement dated June 30, 1998 between Newbridge Educational Publishing, LLC and the Secured Party Lender (the "Newbridge Trademark Agreement"), recorded at the PTO on August 31, 1998, Reel/Frame 1786/0299;
- ▶ A Copyright Security Agreement dated January 21, 1999 between HG-TCG, LLC and the Secured Party Lender (the "HG-TCG Copyright Agreement"), recorded at USCO April 19, 1999.;
- ▶ A Trademark Security Agreement dated January 21, 1999 between HG-TCG, LLC and the Secured Party Lender (the "HG-TCG Trademark Agreement"), recorded at the PTO on April 14, 1999, Reel 1885 Frame 0821 and;

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| REEL: 002004 FRAME: 0424

- ▶ A Copyright Security Agreement dated April 21, 1999 between Andrews Acquisition, LLC and the Secured Party Lender (the "Andrews Agreement"), sent to USCO on June 15, 1999 (collectively, the "Security Agreements").

WHEREAS, the Secured Party Lender acknowledges full payment, performance and satisfaction of the Notes issued pursuant to the Credit Agreements secured by the Security Agreements; and

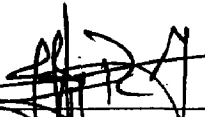
WHEREAS, the Borrower has requested that the Secured Party Lender release its security interest in the Collateral, as defined in the ERL-DH Agreement, the Collateral, as defined in the HC-SP Trademark Agreement, the Newbridge Trademark Agreement, and the HG-TCG Trademark Agreement and the Collateral, as defined in the HC-SP Copyright Agreement, the Newbridge Copyright Agreement, the HG-TCG Copyright Agreement, and the Andrews Agreement in connection with the termination of both the Credit Agreements and the Security Agreements (the "Released Collateral").

NOW THEREFORE, the Secured Party Lender hereby **RELEASES** all of its security interest in the collateral listed on Schedule A attached hereto and made a part hereof and any other Released Collateral described in the aforementioned Security Agreements.

The Secured Party Lender agrees, at the Borrower's expense to cooperate with the Borrower and its subsidiaries and to provide the Borrower and its subsidiaries with the information and additional authorization necessary to effect the release of the Secured Party Lender's security interest in the Released Collateral.

IN WITNESS WHEREOF, the Security Party Lender has executed this Release as of the date first above written.

Fleet National Bank, as Agent

By: 
Name: JEFFREY K. GUZONE
Title: V.P.

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Massachusetts)
)
COUNTY OF Suffolk)

7th Before me, the undersigned, a Notary Public in and for the county aforesaid, on this day of December, 1999 personally appeared Jaffrey R. Greene to me known personally, and who, being by me duly sworn, deposes and says that s/he is the Vice President of the ~~Borrowers~~ Bank, and that said instrument was signed and sealed on behalf of said ~~corporations~~ Bank by authority of their Boards of Directors, and said officer acknowledged said instrument to be the free act and deed of said ~~corporations~~ bank.

*Fleet National Bank, as Agent

Muriel A. Randolph
Notary Public
My commission expires:

MURIEL A. RANDOLPH
NOTARY PUBLIC
My Commission Expires: September 25, 2003

HAIGHTS CROSS COMMUNICATIONS TRADEMARKS

ERL-DH Acquisition Corp.

<u>Trademark</u>	<u>Registration/Serial No.</u>	<u>Registration Date/ Filing Date</u>
TOPDOLLAR	2,145,063	March 17, 1998
TOPTOPICS	2,143,130	March 10, 1998
TOPPERFORMANCE	2,250,060	June 1, 1999
TOPHEALTH	1,911,330	August 15, 1995