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FORM PTO-1618A

Expires 06/30/99

OMB 0651-0027

U.S. Department of Commerce

Patent and Trademark Office

TRADEMARK

01-24-2000  
101251047

COVER SHEET  
Y

TO: The Commissioner of Patents and Trademarks:

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
  - Security Agreement
  - Merger
  - Change of Name
  - Other - Release of Security Interest in Intellectual Property Collateral
  - License
  - Nunc Pro Tunc Assignment
- Effective Date  
Month Day Year

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 The Coriolis Group, LLC

DBA/AKA/TA

Composed of

Address (line 1) 14455 N. Hayden Road

Address (line 2) Suite 220

Address (line 3) Scottsdale  
City

AZ  
State/Country

85260  
Zip Code

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

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.)

01/24/2000 DNGUYEN 00000013 75603327

01 FQ:481 40.00 DP  
02 FQ:482 200.00 DP

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

TRADEMARK  
REEL: 002011 FRAME: 0324

**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)  
75/603,327 75/603,328 75/435,529 75/351,013 75/351,014  
75/351,015 75/368,948

Registration Number(s)  
1,978,292 2,072,610

**Number of Properties**

Enter the total number of properties involved

# 9

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 240.00

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

12/27/99

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 Haight's 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;

- ▶ 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

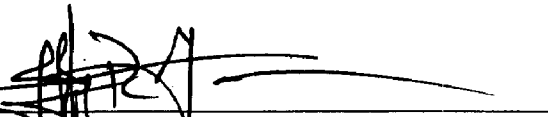
WHEREAS, the Borrower has requested that the Secured Party Lender release its security interest in the Collateral, as defined in the ERL-DH Agreement, the Collateral, as defined in the HC-SP Trademark Agreement, the Newbridge Trademark Agreement, and the HG-TCG Trademark Agreement and the Collateral, 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. GUBONE  
Title: V.P.

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Massachusetts )  
 )  
COUNTY OF Suffolk )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 1<sup>st</sup> day of December, 1999 personally appeared Jeffrey 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~~ <sup>Bank</sup> and that said instrument was signed and sealed on behalf of said ~~corporations~~ <sup>Bank</sup> by authority of their Boards of Directors, and said officer acknowledged said instrument to be the free act and deed of said ~~corporations~~ <sup>bank</sup>.

\*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**

**The Coriolis Group, LLC**

<u>Trademark</u>	<u>Registration/Serial No.</u>	<u>Registration Date/ Filing Date</u>
<del>EXAM CRAM LIVE (Cl. 41)</del>	<del>75/676,777</del>	<del>April 6, 1999</del>
<del>EXAM CRAM (Cl. 16)</del>	<del>75/676,141</del>	<del>April 6, 1999</del>
EXAM CRAM (Cl. 16)	75/603,327	December 10, 1998 ✓
EXAM CRAM	75/603,328	December 10, 1998 ✓
ONSITE	75/435,529	February 17, 1998
<del>EXAM CRAM (Cl. 16)</del>	<del>75/285,075</del>	<del>May 1, 1997</del>
<del>EXAM CRAM (Cl. 9)</del>	<del>75/285,082</del>	<del>May 1, 1997</del>
NETSEEKER	1,978,292	June 4, 1996
<del>CORIOLISOPEN</del>	<del>75/689,133</del>	<del>April 21, 1999</del>
<del>CORIOLISOPEN</del>	<del>75/689,132</del>	<del>April 2, 1999</del>
<del>CORIOLISOPEN</del>	<del>75/687,725</del>	<del>April 21, 1999</del>
<del>CORIOLISOPEN</del>	<del>75/687,714</del>	<del>September 3, 1999</del>
CERTIFICATION INSIDER	75/351,013	September 3, 1999
CERTIFICATION INSIDER	75/351,014	September 3, 1999
CERTIFICATION INSIDER	75/351,015	September 3, 1999
CERTIFICATION INSIDER	75/368,948	September 4, 1999
VISUAL DEVELOPER	2,072,610	September 21, 1995

\* Intent to use Application