

RECORDATIO
TRADE

01-29-2001

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



Tab settings == == ▾

To the Honorable Commissioner of Patents and Trademark

101595900

original documents or copy thereof.

1. Name of conveying party(ies): 1.17.01

First Source Financial LLP

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Termination of Security Interest

Execution Date: December 27, 2000

2. Name and address of receiving party(ies)

Name: CyberEd, Inc.

Internal Address: _____

Street Address: 10801 Nesbitt Ave. South

City: Bloomington State: MN ZIP: 55437

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Nevada
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2351383

Additional numbers attached? ☒ Yes ☐ No

4. Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41).....\$ 65.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

01/29/2001 DBYRNE 00000141 2351383

DO NOT USE THIS SPACE

01 FC1481 40.00 BP
 Statement and signature. 25.00 UP

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.

Laura Konrath

Name of Person Signing

[Signature]

Signature

1/9/01

Date

Total number of pages including cover sheet, attachments, and document: _____

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK

REEL: 002220 FRAME: 0717

Continuation
Item 4

Item A. Trademark Registrations

1. CyberEd Corporation's Trademarks

Country	Mark	Registration Number	Registration Date	Goods/Services
United States	CYBERED	2,351,383	05/23/00	Educational computer software featuring instruction in scientific subjects, directed at secondary through post-graduate school levels, and user manuals sold as a unit.
United States	FUTURE EDUCATION TODAY	2,351,384	05/23/00	Computer software used for education featuring instruction in scientific subjects, and manuals sold as a unit.

2. Pending Trademark Applications

Grantor does not have any pending trademark applications.

Item B. Trademark Licenses

Grantor is not a licensee or a licensor of any trademarks.

TERMINATION OF SECURITY INTEREST
(Trademarks)

This TERMINATION OF SECURITY INTEREST, dated as of December 21, 2000, is made by FIRST SOURCE FINANCIAL LLP, as lender (the "Lender").

WHEREAS, CyberEd, Inc., a Nevada corporation, (the "Grantor") has granted a security interest in certain personal property to the Lender, including without limitation a security interest in certain trademarks (the "Trademarks"); and

WHEREAS, the Lender has agreed to terminate and release its security interest in all of such Trademarks, including, without limitation the Trademarks identified on Schedule 1 hereto, as herein provided;

NOW, THEREFORE, for valuable consideration, the Lender hereby terminates and releases all mortgages, liens and security interests granted to the Lender in the following Trademarks:

1. each trademark, trademark registration and trademark registration application of the Grantor, including, without limitation, the trademarks, trademark registrations and trademark registration applications referred to in Schedule 1 attached hereto; and
2. each trademark license to which the Grantor is a party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Lender has caused this Termination of Security Interest to be duly executed as of the date first set forth above.

FIRST SOURCE FINANCIAL LLP, as
Lender

By:  First Source Financial, Inc.
Its Manager

By: EDWARD A. SZARKOWICZ
SENIOR VICE PRESIDENT & GENERAL COUNSEL

Title: _____

Accepted:

CYBERED, INC.

By: _____

Title: _____

Signature Page to
Termination of Security Interest

IN WITNESS WHEREOF, the Lender has caused this Termination of Security Interest to be duly executed as of the date first set forth above.

FIRST SOURCE FINANCIAL LLP, as
Lender

By: First Source Financial, Inc.
Its Manager

By: _____

Title: _____

Accepted:

CYBERED, INC.

By: SSS

Title: Secretary

Signature Page to
Termination of Security Interest

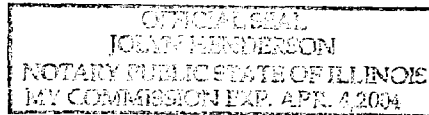
TRADEMARK
REEL: 002220 FRAME: 0721

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF COOK)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 27th day of December, 2000, personally appeared Ed Szwarc to me known personally, and who, being by me duly sworn, deposes and says that he is a Gen. Counsel of First Source Financial, Inc., the manager of First Source Financial LLP, and that said instrument was signed and sealed on behalf of said association, and said officer acknowledged said instrument to be the free act and deed of said association.

Jolyn Henderson
Notary Public
My Commission Expires:



Signature Page to
Termination of Security Interest

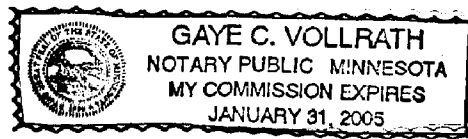
TRADEMARK
REEL: 002220 FRAME: 0722

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Minnesota)
)
COUNTY OF Hennepin)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 18 day of December, 2000, personally appeared Steven R. Schuster to me known personally, and who, being by me duly sworn, deposes and says that he is the VP/Sec of CyberEd, Inc., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

Gaye C. Vollrath
Notary Public
My Commission Expires: 1/31/05



Signature Page to
Termination of Security Interest

Schedule I

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