

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): <b>Fleet National Bank, as Administrative Agent</b></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> Corporation-  <input checked="" type="checkbox"/> Other - <b>Release</b></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <b>Element K Press LLC</b></p> <p>Internal Address: _____  Street Address: <b>500 Canal View Blvd.</b>  City: <b>Rochester</b>      State: <b>NY</b>      Zip: <b>14623</b></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____</p> <p><input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State - <b>Delaware</b>  <input type="checkbox"/> Other :</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:  <input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other - <b>Release</b></p> <p>Execution Date: <b>November 21, 2003</b></p>	

<p>4. Application number(s) or registration number(s):  A. Trademark Application No.(s)  <b>See attached schedule</b></p> <p style="text-align: right;">Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>B. Trademark Registration No.(s)  <b>See attached schedule</b></p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <b>Santo Manna, Esq.</b>  Internal Address: <b>Schulte Roth &amp; Zabel LLP</b></p> <p>Street Address: <b>919 Third Avenue</b></p> <p>City: <b>New York</b>      State: <b>N.Y.</b>      Zip: <b>10022</b></p>	<p>6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px;">40</span></p> <p>7. Total fee (37 CFR 3.41) ..... <b>\$1015.00</b>  <input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:  <b>500675 - Schulte Roth &amp; Zabel LLP</b></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

9. 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.*

Santo Manna, Esq.
November 25, 2003

Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignment  
Washington, D.C. 20231

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## Schedule A

TRADEMARK	STATUS	REG./APP NO.
DESIGN ONLY	Registered	2190577
LOGICAL OPERATIONS (AND DESIGN)	Registered	1381822
ALLIANCEPLUS	Pending	76/191715
GOODAUTHORITY	Pending	76/179089
INSIDE WEB DEVELOPMENT	Abandoned	75/805343
TECHEXPERT	Abandoned	75/688064
TECHEXPERT	Abandoned	75/687546
QUICKSKILL	Pending	75/589636
QUICKSKILL	Registered	2470153
QUICKSKILL	Abandoned	75/558623
QUICKSKILLCBT	Registered	2304169
QUICKSKILLCBT	Abandoned	75/589621
BEYOND WEB BASICS	Registered	2380334
THE COMPLETE WEB SITE CD	Registered	2360884
BUILDING INTERNET COMMUNITIES	Abandoned	75/456140
CUSTOM CLASSROOM LIBRARY	Registered	2277493
ABC'S FOR THE WWW	Pending	75/419243
INTERNET SEARCH ADVANTAGE	Pending	75/403810
INTERNET SEARCH ADVANTAGE	Pending	75/403809
LEARNPRO	Registered	2286209
LEARNPRO	Registered	2286208
LEARNPRO	Abandoned	75/335603
LEARNPRO	Registered	2274892
EXPRESSLINE	Registered	2082361
EXPRESSLINE	Registered	2116727
CCL CUSTOM CLASSROOM LIBRARY (AND DESIGN)	Registered	2184314

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LIBRARY (AND DESIGN)		
KNOWLEDGE COACH	Pending	78/054657
SPARK	Pending	76/308486
DESIGN ONLY	Pending	76/298992
UNLOCK KNOWLEDGE	Pending	76/216057
EILT	Pending	76/212411
KNOWLEDGE	Pending	76/181546
DESIGN ONLY	Pending	76/019491
INTERNET SEARCH ADVANTAGE	Abandoned	75/631180
EFOCUS	Abandoned	75/620312
EFOCUS	Abandoned	75/620311
THE HI-TECH HUB	Abandoned	75/522858
WEB FANATIC'S GUIDE TO THE INTERNET	Abandoned	75/419242
COBB (AND DESIGN)	Registered	1631580
INTERACTIVE TRAINING COMPANION	Abandoned	75/061285

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NO. 049 1003

**TRADEMARK RELEASE**

TRADEMARK RELEASE dated as of November 21, 2003, with respect to the Credit Agreement dated as of February 10, 2000 (as amended, the "Credit Agreement") by and among Element K Press LLC (the "Company"), the Subsidiaries and Restricted Affiliates of the Company party thereto, the lenders party thereto (collectively, the "Lenders") and Fleet National Bank, as Administrative Agent (in such capacity, the "Agent"). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Credit Agreement.

WHEREAS, the Agent and the Obligors entered into a Guarantee and Security Agreement dated as of February 10, 2000 (the "Security Agreement") pursuant to which, among other things, the Obligors granted and conveyed to the Agent, for the benefit of the Lenders, a security interest in and to the entire right, title and interest of the Obligors in and to, among other things, all trademarks, tradenames, service marks and service names owned by the Obligors that are registered with the United States Patent and Trademark Office (or any office maintaining registration of such items in any state of the United States of America or any foreign jurisdiction) and all applications for such registration (collectively, the "Trademarks");

WHEREAS, the Agent registered with the Patent and Trademark Office the security interest granted in the Trademarks listed on Schedule A hereto (the "Scheduled Trademarks");  
and

WHEREAS, the Company has paid in full in cash the Credit Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Agent hereby agrees and confirms that the Credit Agreement, the Security Agreement and any and all rights and interests conveyed or granted thereby or under

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any other agreement, including, without limitation, any interest in respect of the Trademarks and the Scheduled Trademarks, are terminated and released; it being understood that the indemnities set forth in the Credit Agreement and any other provisions in the Credit Documents which expressly survive the termination of the Credit Documents shall continue to survive.

Additionally, the Agent, on its own behalf and on behalf of the Lenders, hereby reassigns to the Company or its Subsidiaries or Restricted Affiliates, as appropriate, all right, title and interest of the Agent and the Lenders, if any, in and to the Trademarks and the Scheduled Trademarks.

IN WITNESS WHEREOF, the undersigned has caused this RELEASE to be duly executed and delivered as of the date first above written.

By: DBL  
Name: DAVID BELANGER  
Its: VICE PRESIDENT  
Date: 11/21/03

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TRADEMARK  
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RECORDED: 11/25/2003

TRADEMARK  
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