

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): CREDIT SUISSE FIRST BOSTON, AS COLLATERAL AGENT <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other Foreign Corporation Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>RIVERDEEP INTERACTIVE LEARNING LIMITED</u> Internal Address: _____ Address: _____ Street Address: <u>3rd Floor, Stryke House, Upper Hatch Street</u> City: <u>Dublin D2</u> State: <u>Ireland</u> Zip: _____ <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other Foreign Corporation _____ <small>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) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>		
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 Trademark Release Agreement Execution Date: <u>03/24/2004</u>			4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>SEE ATTACHED.</u> B. Trademark Registration No.(s) <u>SEE ATTACHED.</u> Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Penelope Agodoa</u> Internal Address: <u>Federal Research Corporation</u> Street Address: <u>1030 15th Street, NW</u> <u>Suite 920</u> City <u>Washington</u> State: <u>DC</u> Zip: <u>20005</u>			6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41).....\$ <u>65.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>50-3155</u> <small>(Attach duplicate copy of this page if paying by deposit account)</small>		
DO NOT USE THIS SPACE					
9. Statement and signature. <i>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.</i> <u>BRADLEY PETERSEN</u> <u>Bradley Petersen</u> <u>10/15/2004</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: 4					

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

CH \$65.00 503155 1862392

**SCHEDULE A
TO
TRADEMARKS RELEASE**

**TRADEMARKS OF
RIVERDEEP INTERACTIVE LEARNING LIMITED**

Mark	Registration No.	Registration Date
3D HOME ARCHITECT	1,862,392	11/15/1994
3D HOME INTERIORS	2,369,668	7/25/2000

EXECUTION COPY

RELEASE OF SECURITY INTEREST
IN TRADEMARKS

This Trademarks Release ("Trademarks Release") dated as of October 7, 2004, is made by Credit Suisse First Boston, in its capacity as Collateral Agent (as defined in the Security Agreement referred to below, in such capacity the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement), in favor of Riverdeep Interactive Learning Limited, an Irish corporation (the "Grantor").

WHEREAS the Grantor and the Collateral Agent have entered into the Security Agreement dated as of March 24, 2004 (the "Security Agreement"), which is related to the Credit Agreement dated as of March 24, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor and certain affiliates of the Grantor, the financial institutions party thereto, Credit Suisse First Boston, acting through its London Branch, as facility agent and security agent;

WHEREAS, pursuant to the Security Agreement, among other things, the Grantor granted a security interest to the Collateral Agent for the benefit of the Secured Parties in all of Grantor's rights, title and interest in and to its trademarks and service marks and the applications or registrations thereof, including, without limitation, to the trademarks listed on Schedule A attached hereto (the "Trademarks") as security for the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, in connection with the contemplated sale of the Trademarks by the Grantor permitted as part of the "Permitted IP Disposal" (as defined in the Credit Agreement), the Grantor has requested the Collateral Agent to release the security interest in the Trademarks granted in the Security Agreement and the Collateral Agent agrees that the Grantor is entitled to such release.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Collateral Agent does hereby forever, absolutely and irrevocably remise, convey and release its entire security interest in the Trademarks.

2. This Trademarks Release is being executed by the Collateral Agent with the intention that it be recorded in the U.S. Patent and Trademark Office to evidence that the Trademarks are not subject to the security interest as set forth in the Security Agreement.

This Trademarks Release may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single certificate. Delivery of an executed signature page to this Trademarks Release by facsimile transmission shall be as effective as delivery of a manually signed counterpart to this Trademarks Release.

1 OCT. 11. 2004 19:15

C/SFB (S) BR LOAN ADMIN 62122712
020 7888 8125

NO. 6480 P.P. 26

IN WITNESS WHEREOF, each of the undersigned pursuant to due corporate authority has caused this Trademarks Release to be executed in its corporate name by the officers duly authorized.

CREDIT SUISSE FIRST BOSTON,
as Collateral Agent

By: 

Name: Martin Crabtree
Vice President

Title: _____

By: 

Name: Kamlesh Vora

Title: DIRECTOR

In the presence of

Signature of witness Kaushik N. Patel

Name of witness KAUSHIK PATEL

Address of witness 5 NEPTUNE CLOSE BAINHAM RM13 857

Occupation of witness ACCOUNTANT