

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of New York, The		08/09/2005	Banking Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Chelsea House Publishers, LLC
Street Address:	2080 Cabot Boulevard West
City:	Langhorne
State/Country:	PENNSYLVANIA
Postal Code:	19047-1813
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2929875	BLC
Registration Number:	2928318	BLOOM'S LITERARY CRITICISM
Registration Number:	2776591	CHELSEA CLUBHOUSE
Registration Number:	2776590	CHELSEA HOUSE PUBLISHERS
Registration Number:	2710069	CHELSEA CLUBHOUSE
Registration Number:	2502040	CHELSEA HOUSE PUBLISHERS
Registration Number:	2500342	CHELSEA HOUSE

CORRESPONDENCE DATA

Fax Number: (617)523-1231
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617.570.1292
 Email: mrovner@goodwinprocter.com
 Correspondent Name: Miriam J. Rovner, Senior Paralegal
 Address Line 1: Exchange Place, 53 State Street

CH \$190.00 2929875

Address Line 2: Goodwin Procter LLP
Address Line 4: Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER: Miriam J. Rovner

Signature: /mjr/

Date: 08/18/2005

Total Attachments: 6

source=Chelsea House Trademark Release#page1.tif
source=Chelsea House Trademark Release#page2.tif
source=Chelsea House Trademark Release#page3.tif
source=Chelsea House Trademark Release#page4.tif
source=Chelsea House Trademark Release#page5.tif
source=Chelsea House Trademark Release#page6.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made this 9th day of August 2005 (the "Release Date"), by Chelsea House Publishers, LLC (the "Grantor") and The Bank of New York (the "Administrative Agent"), in its capacity as Collateral Trustee for the benefit of the holders of Priority Lien Obligations (as defined in the Credit Agreement) to the Revolving Credit Agreement (as defined below).

WHEREAS, pursuant to the terms of that certain Revolving Credit Agreement, dated as of August 7, 2003, among Hights Cross Operating Company, a Delaware corporation, the several banks and other financial institutions or entities from time to time parties thereto, Bear, Stearns & Co. Inc., as lead arranger, Bear Stearns Corporate Lending Inc., as syndication agent and The Bank of New York, as Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, the Grantor and the Administrative Agent entered into that certain Guarantee and Collateral Agreement, dated August 7, 2003, among Grantor, each other grantor thereto, the several banks and other financial institutions or entities from time to time parties to the Credit Agreement, Bear, Stearns & Co. Inc., as lead arranger, Bear Stearns Corporate Lending Inc., as syndication agent and The Bank of New York, as Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified from time to time, the "Guarantee Agreement"), pursuant to which the Grantor executed and delivered to the Administrative Agent that certain Trademark Security Agreement (as defined below); and

WHEREAS, the Grantor and the Administrative Agent entered into to that certain Trademark Security Agreement, dated August 7, 2003, pursuant to which Grantor granted to Administrative Agent, in order to secure payment, performance and observance of the Grantor's obligations to the Administrative Agent pursuant to the Guarantee Agreement, granted the Administrative Agent a security interest and continuing lien on all of Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into that certain Asset Purchase Agreement, dated as of August 9, 2005 (the "Purchase Agreement"), by and between Grantor, and Facts on File, Inc. (the "Buyer") pursuant to which Grantor desires to sell, transfer and assign to Buyer all of its right, title and interest in and to the Trademark Collateral, including without limitation all Trademark Collateral listed on Exhibit A attached hereto; and

WHEREAS, Grantor has requested that the Administrative Agent release its security interest in the Trademark Collateral; and

NOW THEREFORE, in order to induce the Administrative Agent to release its security interest in the Trademark Collateral and in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Administrative Agent agrees as follows:

1. Pursuant to the Trademark Security Agreement, the Grantor has assigned to the Administrative Agent for collateral purposes and has granted to the Administrative Agent a security interest in, among other things, all of the following (collectively, the "Trademark Collateral"): All United States, state and foreign trademarks, including but not limited to trademarks in software and databases, and all Mask Works (as defined under 17 U.S.C. § 901 of the U.S. Trademark Act), whether registered or unregistered, now and hereafter in force throughout the world, all registrations and applications for any of the foregoing including, without limitation, the applications referred to in Schedule I thereto (as such schedule may be amended or supplemented from time to time);

- (ii) all rights corresponding thereto throughout the world, all extensions and renewals thereof, the right to sue for past, present and future infringements of any of the foregoing;
 - (iii) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit;
 - (iv) any and all agreements granting any right in, to or under trademarks to which Grantor is a party (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule I thereto (as such schedule may be amended or supplemented from time to time); and
 - (v) to the extent not otherwise included above, all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.
2. Effective as of the Release Date, Administrative Agent hereby releases and discharges any and all security interests in the Trademark Collateral.
 3. The Administrative Agent understands and agrees that this Release may be recorded by or for Grantor with the USPTO.
 4. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.
 5. The Administrative Agent acknowledges that the Buyer is relying on this Release in entering into the Purchase Agreement and may enforce the rights of the Grantor hereunder.

[Remainder of Page Intentionally Left Blank]

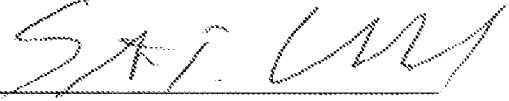
IN WITNESS WHEREOF, Administrative Agent has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

THE BANK OF NEW YORK, AS ADMINISTRATIVE AGENT

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Administrative Agent has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

**THE BANK OF NEW YORK,
as Administrative Agent**

By: 

Name: Steven J. Correll
Title: Vice President

EXHIBIT A

Trademarks

EXHIBIT A

Trademarks

Mark	Registration No.	Registration Date
BLC (and Design)	2929875	March 1, 2005
BLOOM'S LITERARY CRITICISM	2928318	February 22, 2005
CHELSEA CLUBHOUSE (and Design)	2776591	October 21, 2003
CHELSEA HOUSE PUBLISHERS (and Design)	2776590	October 21, 2003
CHELSEA CLUBHOUSE	2710069	April 22, 2003
CHELSEA HOUSE PUBLISHERS	2502040	October 30, 2001
CHELSEA HOUSE	2500342	October 23, 2001

Domain Names: CHELSEAHOUSE.COM (expires on 25-Jul-2012)

Litline.com (expires on 4-Oct-2008)

Litline.net (expires on 4-Oct-2008)