

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RVG III, L.P.		01/31/2005	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Gateway Learning Corporation
Street Address:	2900 S. Harbor Blvd.
Internal Address:	Suite 202
City:	Santa Ana
State/Country:	CALIFORNIA
Postal Code:	92704
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1872425	HOOKED ON MATH
Registration Number:	1876555	HOOKED ON PHONICS
Registration Number:	1877587	1-800-ABCDEFG
Registration Number:	2050379	HOOKED ON PHONICS
Registration Number:	2287035	ABCDEFG
Registration Number:	2348348	HOP BOOKS
Registration Number:	2355758	HOOKED ON PHONICS
Registration Number:	2407092	DETECTIVE DOG
Registration Number:	2419481	HOP BOOKS HOOKED ON PHONICS LIBRARY COLLECTION
Registration Number:	2421711	
Registration Number:	2468815	MULTIPLICATION STATION
Registration Number:	2629995	HOOKED ON SCHOOL SUCCESS

CH \$315.00 1872425

CORRESPONDENCE DATA

Fax Number: (703)610-8686

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 703.610.8694

Email: ipdocketing@milesstockbridge.com

Correspondent Name: Ronald E. Shapiro

Address Line 1: 1751 Pinnacle Drive

Address Line 2: Suite 500

Address Line 4: McLean, VIRGINIA 22102-3833

ATTORNEY DOCKET NUMBER:	G3732-8
NAME OF SUBMITTER:	Ronald E. Shapiro
Signature:	/Ronald E. Shapiro/
Date:	04/21/2006

Total Attachments: 5

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UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DE-Secretary of State

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 05:45 PM 01/31/2005
 INITIAL FILING NUM: 1137207 2
 AMENDMENT NUMBER: 5033906 0
 SRV: 050077536

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
11372072

Filed 10/11/2001

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.

DELETE name: Give record name to be deleted in item 8a or 8b.

ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME
Gateway Learning Corporation

OR

6b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

7d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 7e. TYPE OF ORGANIZATION | 7f. JURISDICTION OF ORGANIZATION | 7g. ORGANIZATIONAL ID #, if any

NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment

9a. ORGANIZATION'S NAME
RVG III, L.P.

OR

9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**
080010/0017

171239-5

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

TRADEMARK
REEL: 003294 FRAME: 0589

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

STATE OF DELAWARE
 SECRETARY OF STATE
 DIVISION OF CORPORATIONS
 FILED 12:43 PM 10/11/2001
 1137207 2 - 000000
 SRV: 010529828

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Preston Gates & Ellis LLP
 Attn: Eric Chen
 One Maritime Plaza, Suite 2400
 San Francisco, CA 94111

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
 Gateway Learning Corporation

OR
 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 665 Third Street, Suite 225 San Francisco CA 94107 CA

1d. TAX ID # SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION Corporation 1f. JURISDICTION OF ORGANIZATION Delaware 1g. ORGANIZATIONAL ID #, if any NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR
 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. TAX ID # SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
 RVG III, L.P.

OR
 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 One Maritime Plaza, Suite 1330 San Francisco CA 94111 USA

4. This FINANCING STATEMENT covers the following collaterals:

See attached "Exhibit A".

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Exhibit A

Description of Collateral

The Collateral shall consist of all of Debtor's right, title and interest in, to and under the following, whether now owned or hereafter acquired by Debtor:

- (a) All Chattel Paper of Debtor;
- (b) All Deposit Accounts of Debtor;
- (c) All Documents of Debtor;
- (d) All Equipment of Debtor;
- (e) All Financial Assets of Debtor;
- (f) All Fixtures of Debtor;
- (g) All General Intangibles, including without limitation:

(i) all federal, state, local and foreign, registered or unregistered patents; processes; patent rights; patent applications; inventions; trademarks; tradenames or trade styles; service marks; copyrights; mask works; moral or similar rights; compilations; *sui generis* rights; rights under treaties, conventions, directives and the like (including but not limited to rights under the Berne Convention for the Protection Of Literary and Artistic Works, GATT, and all European Union directives, including but not limited to directives regarding the legal protection of databases); trade secrets; derivative works; tangible or intangible intellectual property being or to be developed; schematics; know-how; technology; rights in computer software programs or applications (in both source and object code form and in escrow or otherwise); designs; sounds; lyrics; soundtracks; music and musical compositions; motion picture synchronization rights; scripts; continuities; testing procedures and results; fabrication and manufacturing methods; supplier lists; registrations and applications relating to any of the foregoing; employee and independent contractor lists; customer lists; sales prospects; marketing; business and financial information and strategies; proprietary and other information in or with respect to which Debtor has any interest or rights of any nature; and data and databases; all exclusive and nonexclusive licenses for any of the foregoing to the extent such licenses may be assigned as security without the consent of the licensor (under their terms or, notwithstanding their terms, under existing or future laws), or to the extent the consent of the licensor is now or hereafter obtained by Secured Party or Debtor; and all other tangible or intangible information and intellectual property, media (whether now or hereafter existing or invented), copies and languages (including foreign and computer languages) in which any of the foregoing is now or hereafter recorded, copied, translated, encoded or otherwise stored or utilized in any manner; (collectively, "Intellectual Property");

(ii) advertising and promotional materials and/or other tangible materials relating to Debtor's inventory or that incorporate or utilize any element of the Intellectual Property pursuant to any existing or future license or other agreement;

(iii) all other general intangibles, judgments, choses in action, intellectual property or rights and the like;

(iv) the right to bring and maintain suit against third parties for infringement or misappropriation of any of the Intellectual Property, whether the infringement occurred before or after the date hereof; and

(v) all General Intangibles in which Debtor now or hereafter has any interest or right of any nature whatsoever, and all whether registered, filed or recorded or not; all whether any or all of the foregoing is eligible for intellectual property protection (including but not limited to whether any of the foregoing is copyrighted or copyrightable); and all whether now or hereafter existing, arising or created (tangibly, intangibly or by law, treaty or otherwise);

(h) All goodwill of Debtor's existing and future business (whether or not associated with Debtor's trademarks);

(i) All Instruments of Debtor;

(j) All Investment Property of Debtor;

(k) All Accounts and Inventory; provided that Secured Party's interest in Accounts and Inventory shall be subordinated automatically to any subsequent lender providing secured debt financing to Debtor and from time to time identified to Secured Party by Debtor; and

(l) To the extent not otherwise included, all Proceeds of all of the foregoing Collateral described in (a)-(j) and all accessions to, substitutions and replacements for and rents, profits and products of all of the foregoing Collateral described in (a)-(j);

The following terms shall have the following meanings for purposes of this description of collateral:

"Revised Article 9" means that revised Article 9 of the UCC, in the form or substantially in the form approved in 1998 by the American Law Institute and the National Conference of Commissioners on Uniform State Law.

"UCC" means the Uniform Commercial Code as the same may from time to time be in effect in the State of California shall refer to that Article (or Division, as applicable) as from time to time in effect, which in the case of Article 9 shall include and refer to Revised Article 9 from and after the date Revised Article 9 shall become effective in the State of California); *provided, however,* in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of Secured Party's security interest in any collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of

California, the term "UCC" shall mean the Uniform Commercial Code (including the Articles thereof) as in effect at such time in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

In addition, the following terms shall have the meaning set forth in the UCC (sections of the UCC are noted parenthetically): "Accounts" (9106); "Chattel Paper" (9105(l)(b)); "Deposit Accounts" (9105(e)); "Documents" (9105(l)(f)); "Equipment" (9109(2)); "Financial Assets" (8102(a)(9)); "Fixtures" (9313(l)(a)); "General Intangibles" (9106); "Instruments" (9105(l)(i)); "Inventory" (9109(4)); "Investment Property" (9115(l)(o)); and "Proceeds" (9306(l)).

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