

09-07-2006

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/200



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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Instream Investment Partners, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: Trinity Learning Corporation
Internal
Address: _____
Street Address: 4101 International Parkway
City: Carrollton
State: Texas
Country: United States Zip: 75007

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Utah
 Other _____ Citizenship _____

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) March 31, 2006

Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Interest

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
B. Trademark Registration No.(s) 1004721 (also, please see Exhibit A for more Registration #s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
TEL-A-TRAIN (also, please see Exhibit A for more names)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Darrin M. Ocasio
Internal Address: _____
Sichenzia Ross Friedman Ference LLP
Street Address: 1065 Avenue of the Americas, 21st Floor
City: New York
State: New York Zip: 10018
Phone Number: (212) 930-9700
Fax Number: (212) 930-9725
Email Address: dmocasio@srf.com

6. Total number of applications and registrations involved: 36

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 920

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 1001
Expiration Date 12/09

b. Deposit Account Number _____
Authorized User Name _____

09/07/2006 DISTRICT 00000194 1004721 *[Signature]* 09/05/2006

Signature _____ Date _____

40.00 OP
075.00 OP Sasha Ablovatskiy Total number of pages including cover sheet, attachments, and document: 13

Name of Person Signing _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXHIBIT A



United States Patent and Trademark Office

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Assignments on the Web > Trademark Query

Trademark Assignment Details

Reel/Frame: 3121/0432 Received: 07/14/2005 Recorded: 07/14/2005 Pages: 43
Conveyance: GUARANTEE AND COLLATERAL AGREEMENT

Total properties: 36

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- 4 Serial #: 73725230 Filing Dt: Reg #: 1554106 Reg. Dt:
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Assignor

1 TRINITY LEARNING CORPORATION

Exec Dt: 07/13/2005

Entity Type: CORPORATION

Citizenship: UTAH

Assignee

1 INSTREAM INVESTMENT PARTNERS, LLC

350 CALIFORNIA ST., SUITE 1940

SAN FRANCISCO, CALIFORNIA 94104

LIMITED

Entity Type: LIABILITY
COMPANY

Citizenship: CALIFORNIA

Correspondence name and address

CINDY Y. LEE

1001 FANNIN ST., SUITE 2300

VINSON & ELKINS, FIRST CITY TOWER

HOUSTON, TX 77002-6760

Search Results as of: 05/11/2006 03:49 PM

If you have any comments or questions concerning the data displayed, contact OPR / Assignments at 571-272-3350

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March 31, 2006

To: Palisades Master Fund, LP
(the "Purchaser")

Re: Trinity Learning Corporation, Touchvision, Inc., and Trinity Workplace Learning Corporation (collectively the "Company")

Gentlemen:

The undersigned, Instream Investment Partners, LLC, Instream Capital LLC and Bernard National Loan Investors, Ltd (collectively "Creditor"), has been advised by the Company (the "Debtor") that the Purchaser is proposing a financing transaction. Such financing by Purchaser will be secured by a security interest in all assets of Debtor and its subsidiaries. All capitalized terms not defined herein have the meanings ascribed to such terms in the Credit Facility as defined below.

The total aggregate principal balance, expenses, fees, charges and accrued interest, if any, due Creditor from Debtor under that certain Credit Facility Dated July 13 2005 (the "Credit Facility"), if paid on or before 3:00 p.m., Eastern Standard Time (the "Pay-off Time"), on Friday, March 31, 2006 (the "Pay-off Date"), will be \$4,640,752.24; payment thereof shall be made by: 1) wire transfer in the amount of \$2,089,583.24, and 2) your retention of the funds currently held in the Cole Taylor Bank lockbox account (069210543 and 071172459) and the money market account (071172467), the total of which is \$2,551,169 (the "Pay-off Amount"). If the Pay-off Amount is received after the Pay-off Time on the Pay-Off Date, the Pay-off Amount shall increase by an amount of \$1,500 per day (the "Per Diem").

Upon Creditor's receipt of the Pay-off Amount (plus the Per Diem, as applicable) by Federal Reserve wire transfer, such wire transfer information to be supplied by Instream/Zwirn, in payment of Debtor's indebtedness to Creditor under the Credit Facility, Creditor hereby (i) acknowledges and agrees that payment to it of the Pay-off Amount will constitute payment in full and complete satisfaction of all of Debtor's indebtedness and obligations to Creditor, and (ii) agrees that effective upon receipt by Creditor of the Pay-off Amount (a) all security interests, mortgages and other liens, if any, which Debtor may have granted to Creditor in connection with the Credit Facility shall automatically be released and terminated, and (b) Debtor shall have no further liabilities or obligations to Creditor except for those that arise under Sections 2.07 and 9.03 of the Credit Facility.

Creditor (1) authorizes Debtor, or its designees, to file Uniform Commercial Code financing statement amendments evidencing the release and termination of Creditor's liens in any assets or properties of Debtor arising under the Credit Facility, (2) agrees to promptly execute and deliver to Purchaser following payment in full of the Pay-off Amount, such Uniform Commercial Code financing statement amendments, terminations, releases, or other agreements and documents, as Purchaser may request to evidence the release and termination of Creditor's liens in any assets or properties of Debtor arising under the Credit Facility including, but not

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limited to, releases of all mortgages made by Debtor in favor of Creditor, and (3) agrees to promptly deliver any assets of Debtor in its possession to Debtor or such other party as Debtor may direct in writing.

This letter shall be governed by and construed in accordance with the laws of the State of New York. The parties hereto agree and intend that this letter shall be binding on them, on the Agents and Lenders, and on their successors and assigns of all kinds and types whatsoever. This letter may be executed in two or more counterparts, and it shall not be necessary that the signatures of all parties hereto be contained in any one counterpart hereof, each counterpart shall be deemed an original, but all of which together shall constitute one instrument. Delivery of this letter by facsimile transmission shall have the same effect as delivery of a manually executed counterpart hereof.

THIS LETTER CONTAINS THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[Signature Page Follows]

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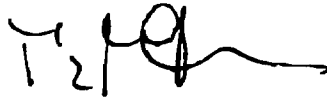
Agreed to by:

**Instream Investment Partners, LLC, as
Administrative Agent and Lender**


**By: D.B. Zwirn Special Opportunities Fund, L.P., a
Member**

**By: D.B. Zwirn Partners, LLC, its General
Partner**

By: Zwirn Holdings, LLC, its Managing Member

By:  _____
Pe
Di

Bernard Nati as Lender

By: 
Perry Gruss
Director


DOCSFO-12434422.1

Trinity Learning Corporation, as and on behalf of Debtor

By: 
Patrick Quinn
Chief Financial Officer

DOCSEFO-12034422.1

Trinity Learning Corporation, as and on behalf of Debtor

By: 

Patrick Quinn
Chief Financial Officer

11:01:30 AM 09/06/06

Instream Capital, LLC, as Lender

By: Todd S. Blankfort
Todd S. Blankfort
Principal.

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03/30/2006 5:18PM

**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the full, final and complete satisfaction of all obligations of Trinity Learning Corporation, a Utah corporation ("Trinity"), under that certain Guarantee and Collateral Agreement dated July 13, 2005, entered into among Trinity, Touchvision, Inc. and Trinity Workplace Learning Corporation, as Guarantors, and Instream Investment Partners, LLC, a California limited liability company, as Administrative Agent ("Instream"), and recorded in favor of Instream with the United States Patent and Trademark Office on July 14, 2005, at Reel/Frame 3121/0432 and at Reel/Frame 16265/0705, Instream hereby, for and in favor of Trinity, fully releases, relinquishes, re-assigns, re-conveys and discharges any and all of its rights, title, interests, liens and security interests that were granted or created with respect to all collateral referred to in the Guarantee and Collateral Agreement, including without limitation all of its rights, title, liens and security interests in the collateral described on Exhibit A attached hereto, as well as with respect to the following:

All general intangibles including, without limitation, all patents, patent applications, trademarks, trademark applications, trade names, copyrights, copyright applications, rights to sue and recover for past infringement of patents, trademarks and copyrights, computer programs, computer software, engineering drawings, service marks, customer lists, goodwill, and all licenses, permits, agreements of any kind or nature pursuant to which Trinity possesses, uses or has authority to possess or use property (whether tangible or intangible) of others or others possess, use or have authority to possess or use property (whether tangible or intangible) of Trinity, and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, plans, specifications and schematics.

Instream agrees to execute, acknowledge and deliver, at the sole cost and expense of Trinity, all such further instruments and to take, at the sole cost and expense of Trinity, all such further actions as may be reasonably requested by Trinity in order to more fully and effectively carry out the purposes of this Release of Security Interest in Intellectual Property.

[Signature Page Follows]

EXECUTION VERSION


IN WITNESS WHEREOF, the undersigned as caused this Release of Security in Intellectual Property to be duly executed by its duly authorized representative as of the 31st day of March, 2006.

INSTREAM INVESTMENT PARTNERS, LLC

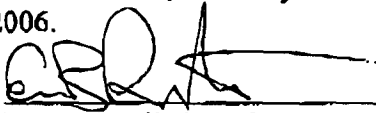
By: D.B. Zwirn Special Opportunities Fund, L.P., a Member

By: D.B. Zwirn Partners, LLC, its General Partner

By: Zwirn Holdings, LLC, its Managing Member

By: 
Perry Gruss
Director

SWORN TO AND SUBSCRIBED BEFORE ME, under my official hand and seal of office on this 31st day of March, 2006.


Notary Public in and for
the State of New York, New York

(SEAL)

My Commission Expires: _____

ERIN B. RATNER
NOTARY PUBLIC, STATE OF NEW YORK
No. 01RA6131920
QUALIFIED IN KINGS COUNTY
MY COMMISSION EXPIRES AUG. 22, 2009