

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
MESBIC Ventures, Inc.		10/27/2003	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Metropolitan Teaching and Learning Company, Inc.
Street Address:	33 Irving Place, 11th floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10003
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	76442500	METRO NONFICTION BOOKBAG
Serial Number:	76442523	METRO MATH
Serial Number:	76442524	METRO READING PROGRAM
Serial Number:	76496728	METRO METROPOLITAN TEACHING AND LEARNING FAST FORWARD! READING
Registration Number:	2862154	PROBLEM SOLVING STEP BY STEP

CORRESPONDENCE DATA

Fax Number: (617)367-2988
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 Correspondent Name: William S. Strong, Esq.
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OP \$140.00 76442500

ATTORNEY DOCKET NUMBER:	8974.003
NAME OF SUBMITTER:	William S. Strong
Signature:	/William S. Strong/
Date:	01/18/2007
Total Attachments: 2 source=Consent to Transfer and Release of Liens (Metro-MESBIC Ventures)#page1.tif source=Consent to Transfer and Release of Liens (Metro-MESBIC Ventures)#page2.tif	

Consent to Transfer and Release of Liens
(Third Class Creditors)

The undersigned are parties of a Security Agreement dated as April 30, 2003 among METROPOLITAN T.L.C. HOLDINGS, INC. ("Metro"), Metropolitan Teaching and Learning Co., Inc. ("MTLC"), Dialogue Systems, Inc. ("Dialogue") and American Teaching Publications Inc. ("ATPI"; Metro, MTLC, Dialogue and ATPI are referred to collectively as the "Debtors"), MESBIC VENTURES, INC. ("Mesbic"), Alliance Enterprise Corporation ("AEC") and Reginald Powe ("Powe"; Mesbic, AEC and Powe are referred to as the "Third Class Creditors").

The undersigned are also parties to the Amended and Restated Intercreditor Agreement dated as of April 30, 2003 (the "Intercreditor Agreement") among the Third Class Creditors, the Mezzanine Creditors (as defined in the Intercreditor Agreement) and the Fourth Class Creditors (as defined in the Intercreditor Agreement). Capitalized terms not otherwise defined shall have the meaning assigned in the Intercreditor Agreement.

The Debtors are scheduled to sell substantially all of their assets (the "Purchased Assets") to Cambium Learning (New York), Inc. (the "Buyer") under the terms of an Agreement of Purchase and Sale of Assets (the "APA") dated October 27, 2003.

The Third Class Creditors hereby (1) consent to the transfer of the Purchased Assets to Cambium Learning (New York), Inc. under the terms of the APA, and (2) release any security interest or other lien they may have in the Purchased Assets and the "Equity Payment" as defined in the APA.

The Third Class Creditors shall:

1. file a UCC-3 amendment to any UCC-1 financing statement filed by or on behalf of the Third Class Creditors against the Debtors which amendment contains the following statement in the section for describing an amendment to the collateral description: "The collateral description is hereby amended to exclude assets transferred to Cambium Learning (New York), Inc. under the terms of that certain Agreement of Purchase and Sale of Assets among the Debtor, Cambium Learning (New York), Inc. and others dated October 27, 2003"; and
2. file a discharge of any filing with respect to any security interest or lien on copyrights which are part of the Purchased Assets; and
3. take such other actions as the Purchaser may request to give effect to the release set forth in the fourth paragraph of this Agreement.

If the Third Class Creditors shall fail to take any of the foregoing actions during the 10 days following satisfaction of the Release Conditions (in the case of paragraphs 1 and 2) or the making of any such request (in the case of paragraph 3), the Purchaser is hereby irrevocably authorized to do so as the agent of the Third Class Creditors.

