

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		06/14/2007	National Banking Association:
RECEIVING PARTY DATA			
Name:	Educate, Inc.		
Street Address:	1001 Fleet Street		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3097126	.ISG <INTERNET STRATEGY GROUP>	
Registration Number:	3097125	.ISG	
Registration Number:	3066884	INTERNET STRATEGY GROUP	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(212) 455-7609		
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Correspondent Name:	Kirstie Howard, Esq.		
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Address Line 2:	425 Lexington Avenue		
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ATTORNEY DOCKET NUMBER:	509265/0967		
NAME OF SUBMITTER:	Kirstie Howard		

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TRADEMARK
REEL: 003568 FRAME: 0624

Signature:	/kh/
Date:	06/26/2007
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**TERMINATION AND RELEASE OF SECURITY INTEREST IN
TRADEMARK RIGHTS**

TERMINATION AND RELEASE, dated as of 14 June, 2007, from JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders") to EDUCATE, INC., a Delaware corporation (the "Obligor").

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of April 27, 2004 and amended to date, made by the Obligors (as defined therein) in favor of the Agent (the "Guarantee and Collateral Agreement"), a security interest (the "Security Interest") was granted by the Obligors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of January 31, 2007, among the Agent and the Obligor (the "Security Agreement"), the Obligor, by reference to the Guarantee and Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on February 6, 2007 at Reel 3476 and Frame 0086; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Guarantee and Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Obligor's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Guarantee and Collateral Agreement and the Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release
by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By: Neil R. Boylan
Name:
Title: Neil R. Boylan
Managing Director

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STATE OF New York)
COUNTY OF New York)

ss.:

On this 14th day of June, 2007, before me personally appeared Neil R. Boylan to me known who, being by me duly sworn, did depose and say that he/she is Managing Director of JPMORGAN CHASE BANK, N.A., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JPMORGAN CHASE BANK, N.A..

Elsa V. Griffith
Notary Public

(Affix Seal Below)

ELSA V. GRIFFITH
Notary Public, State of New York
No. 01GR4938119
Qualified in Kings County
Commission Expires March 30, 2011

Schedule A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
.ISG <INTERNET STRATEGY GROUP>	3,097,126
.ISG	3,097,125
INTERNET STRATEGY GROUP	3,066,884

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