

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Second Lien Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust Company		03/20/2008	Banking Association: DELAWARE
RECEIVING PARTY DATA			
Name:	Catapult Learning, LLC		
Street Address:	470 North 2nd Street, 2nd Floor		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19123		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	78710250	AMAZING STORIES AND ESSAYS WITH A TWIST	
Serial Number:	78700482	CATAPULT HOME CONNECTION	
Serial Number:	76578636	CATAPULT LEARNING	
Serial Number:	76584563	CATAPULT LEARNING	
Serial Number:	78624040	CATAPULT ONLINE	
Serial Number:	78624066	CATAPULT ONLINE	
Serial Number:	78624093	CATAPULT ONLINE CLICK IT. LEARN IT.	
Serial Number:	76584562		
Serial Number:	78710225	TWISTORIES	
CORRESPONDENCE DATA			
Fax Number:	(617)523-1231		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	617.570.1292		
Email:	mrovner@goodwinprocter.com		

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TRADEMARK
REEL: 003745 FRAME: 0064

Correspondent Name: Miriam J. Rovner
Address Line 1: Goodwin Procter LLP
Address Line 2: Exchange Place
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	120193-178955
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NAME OF SUBMITTER:	Miriam J. Rovner
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Signature:	/mjr/
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Date:	03/21/2008
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Total Attachments: 4
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of March 20, 2008, from WILMINGTON TRUST COMPANY, in its capacity as collateral agent (the "Collateral Agent") for certain banks and other financial institutions (the "Lenders"), to Catapult Learning, LLC (the "Company").

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement among Educate, Inc. (formerly Edge Acquisition Corporation), the Lenders, JPMorgan Chase Bank, N.A., as administrative agent for the Lenders thereunder (in such capacity, the "Administrative Agent"), the Collateral Agent and certain other parties thereto, dated as of June 14, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Second Lien Guarantee and Collateral Agreement was entered into by and among Educate, Inc. (formerly Edge Acquisition Corporation), the Collateral Agent and certain other parties thereto, dated as of June 14, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement and the Grant of Second Lien Security Interest in Trademark Rights by the Company in favor of the Collateral Agent and certain other parties thereto, dated as of June 14, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), a security interest (the "Security Interest") was granted by the Company to the Collateral Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 20, 2007, at Reel 3605 and Frame 0216; and

WHEREAS, the Company has requested that the Collateral Agent terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby acknowledges and agrees as follows:

1. Definitions. The term "Trademark Collateral" as used herein, shall mean all of the Company's right, title and interest of every kind and nature as of the date hereof, including, without limitation, the right to sue for past, present or future infringement, in the Trademarks listed on Schedule A hereto. The term "Trademarks" shall have the meaning provided by reference in the Security Agreement.

2. Release of Security Interest. The Collateral Agent, as directed by the Administrative Agent, hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and all right, title and interest of the Collateral Agent in such Trademark Collateral shall hereby cease and be void.

3. Further Assurances. The Collateral Agent, as directed by the Administrative 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 termination and release of the Security Interest contemplated above.

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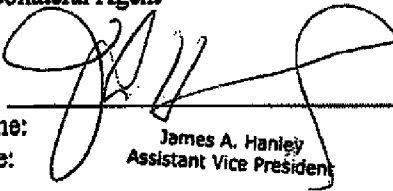
IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

WILMINGTON TRUST COMPANY,
as Collateral Agent

By: _____






Name: _____

Title: _____


James A. Hanley
Assistant Vice President

Schedule A

Trademarks

Trademark	Registration Number/ Serial Number	Registration Date/ Application Date
AMAZING STORIES AND ESSAYS WITH A TWIST	78/710,250	September 9, 2005
CATAPULT HOME CONNECTION	78/700,482	August 25, 2005
CATAPULT LEARNING	76/578,636	March 1, 2004
CATAPULT LEARNING and Design  Learning	76/584,563	April 2, 2004
CATAPULT ONLINE and Design 	78/624,040	May 5, 2005
CATAPULT ONLINE and Design 	78/624,066	May 5, 2005
CATAPULT ONLINE CLICK IT. LEARN IT. and Design 	78/624,093	May 5, 2005
MISCELLANEOUS DESIGN 	76/584,562	April 2, 2004
TWISTORIES	78/710,225	September 9, 2005