

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of First Lien Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A.		03/20/2008	National Banking Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sylvan Learning, Inc.		
<b>Street Address:</b>	1001 Fleet Street		
<b>City:</b>	Baltimore		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21202		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2880091	ACHIEVEENGLISH	
Registration Number:	2863428	ACHIEVEMATH	
Registration Number:	2939094	ACHIEVEREADING	
Registration Number:	2638273	CAREER STARTERS	
Registration Number:	2913626	EARLYLEARNERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)523-1231		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617.570.1292		
<b>Email:</b>	mrovner@goodwinprocter.com		
<b>Correspondent Name:</b>	Miriam J. Rovner		
<b>Address Line 1:</b>	Goodwin Procter LLP		
<b>Address Line 2:</b>	Exchange Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	120193-178955		

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NAME OF SUBMITTER:	Miriam J. Rovner
Signature:	/mjr/
Date:	03/24/2008
<b>Total Attachments: 3</b> source=4. JPM Chase Sylan release First Lien 6 14 2007#page1.tif source=4. JPM Chase Sylan release First Lien 6 14 2007#page2.tif source=4. JPM Chase Sylan release First Lien 6 14 2007#page3.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of March 20, 2008, from JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Sylvan Learning, Inc. (the "Company").

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement among Educate, Inc. (formerly Edge Acquisition Corporation), the Lenders, the 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 First Lien Guarantee and Collateral Agreement was entered into by and among Educate, Inc. (formerly Edge Acquisition Corporation), the 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 First Lien Security Interest in Trademark Rights by the Company in favor of the 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 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 3604 and Frame 0661; and

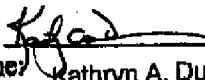
WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the 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 Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and all right, title and interest of the Agent in such Trademark Collateral shall hereby cease and be 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 termination and release of the Security Interest contemplated above.

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:   
Name: Kathryn A. Duncan  
Title: Managing Director

Schedule A

Trademarks

<b>Trademark</b>	<b>Registration Number/ Serial Number</b>	<b>Registration Date/ Application Date</b>
ACHIEVEENGLISH	2,880,091	August 31, 2004
ACHIEVEMATH	2,863,428	July 13, 2004
ACHIEVEREADING	2,939,094	April 12, 2005
CAREER STARTERS	2,638,273	October 22, 2002
EARLYLEARNERS	2,913,626	December 21, 2004