

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of First Lien Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank N.A.		03/20/2008	National Banking Association:

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

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CH \$240.00 78710250

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ATTORNEY DOCKET NUMBER:	120193-178955
NAME OF SUBMITTER:	Miriam J. Rovner
Signature:	/mjr/
Date:	03/21/2008

Total Attachments: 3
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**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 Catapult Learning, LLC (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 3605 and Frame 0201; 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

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 Catapult  Learning	76/584,563	April 2, 2004
CATAPULT ONLINE and Design Catapult  online	78/624,040	May 5, 2005
CATAPULT ONLINE and Design Catapult  online	78/624,066	May 5, 2005
CATAPULT ONLINE CLICK IT. LEARN IT. and Design Catapult  online Click It. Learn It.	78/624,093	May 5, 2005
MISCELLANEOUS DESIGN 	76/584,562	April 2, 2004
TWISTORIES	78/710,225	September 9, 2005