

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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
The Royal Bank of Scotland plc, as Collateral Agent		02/18/2010	Public Limited Company organized under the laws of England and Wales: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	NuSil Technology LLC		
Street Address:	1050 Cindy Lane		
City:	Carpinteria		
State/Country:	CALIFORNIA		
Postal Code:	93013		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2464950	VERSASIL3	
Registration Number:	2570589	NUSIL	
Registration Number:	2772992	LIGHTSPAN	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
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Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1481		

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**TRADEMARK
 REEL: 004157 FRAME: 0353**

NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	02/26/2010
Total Attachments: 4 source=NuSTRel#page1.tif source=NuSTRel#page2.tif source=NuSTRel#page3.tif source=NuSTRel#page4.tif	

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

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement") is dated as of February 18, 2010, from The Royal Bank of Scotland plc, as Collateral Agent for the Secured Parties (the "Agent") to NUSIL TECHNOLOGY LLC, a Delaware limited liability company (the "Borrower").

WITNESSETH:

WHEREAS, the Borrower and certain affiliates of the Borrower executed and delivered a Pledge and Security Agreement, dated as of October 24, 2006, in favor of the Agent (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Pledge and Security Agreement, the Borrower pledged and granted to the Agent for the benefit of the Secured Parties a security interest in all Intellectual Property, including the Trademarks;

WHEREAS, the Borrower and Agent entered into that certain Trademark Security Agreement, dated as of October 24, 2006 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") pursuant to which the Borrower pledged and granted a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigned, transferred, and conveyed the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Secured Parties to secure payment, performance, and observance of the Obligations (the "Security Interest"); and

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on November 30, 2006, at Reel 3436 and Frame 0288;

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

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Pledge and Security Agreement.
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademarks, and any right, title or interest of the Agent in such Trademarks shall hereby cease and become void.
3. Authorization to File. The Agent hereby authorizes the Borrower or the Borrower's authorized representative to (i) file this Agreement with the United States Patent and

Trademark Office and (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of the Security Interest.

4. 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 Agreement by its duly authorized officer as of the date first above written.

The Royal Bank of Scotland plc, as Collateral Agent

By: 
Name: JUAN ZUNIGA
Title: VICE PRESIDENT

Termination and Release of Security Interest in Trademark Rights

**TRADEMARK
REEL: 004157 FRAME: 0357**

Schedule A
U.S. Trademarks and Trademark Applications

<u>MARK</u>	<u>SER. NO.</u>	<u>APP. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>OWNER</u>
VERSASIL3	75/674,209	04/05/1999	2,464,950	07/03/2001	NuSil Technology LLC
NUSIL	75/674,237	04/05/1999	2,570,589	05/21/2002	NuSil Technology LLC
LIGHTSPAN	76/240,412	04/14/2001	2,772,992	10/14/2003	NuSil Technology LLC