

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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.		07/28/2010	National Banking Association:

RECEIVING PARTY DATA

Name:	Sylvan Learning, Inc.
Street Address:	500 North Point Road
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21237
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 54

Property Type	Number	Word Mark
Registration Number:	3392255	ACE IT!
Registration Number:	3402237	ACE IT! TUTORING
Registration Number:	2880091	ACHIEVEENGLISH
Registration Number:	2863428	ACHIEVEMATH
Registration Number:	2939094	ACHIEVEREADING
Registration Number:	2572252	ADVANCED YOUTH SCHOLAR PROGRAM
Registration Number:	2894998	BAILEY BOOKMARK
Registration Number:	2616897	
Registration Number:	2553024	BOOK ADVENTURE
Registration Number:	2638273	CAREER STARTERS
Serial Number:	78693659	CONFIDENCE CHECK
Registration Number:	2487732	
Registration Number:	2913626	EARLYLEARNERS
Serial Number:	77003072	IN HOME TUTORING

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Registration Number:	2714425	LEARNING FEELS GOOD
Registration Number:	2774355	LOG ON. LEARN
Registration Number:	2748188	MATH ESSENTIALS
Registration Number:	2885001	
Registration Number:	2929120	
Serial Number:	78731618	
Registration Number:	3750780	MOTIVATION STATION
Serial Number:	78821978	MOTIVATION STATION
Serial Number:	77003096	PERSONALIZED PLANNING SESSION
Registration Number:	3253498	PREPERMINTS
Registration Number:	3529274	PREPERMINTS
Registration Number:	2894999	REX READER
Registration Number:	3403947	SOLUTIONSPUS
Registration Number:	2503489	SUCCESS IS LEARNED
Registration Number:	2134672	SUCCESSFUL STUDENT
Serial Number:	76589359	SYLVAN
Registration Number:	1410891	SYLVAN
Registration Number:	2716440	SYLVAN ADVANTAGE
Registration Number:	1532383	SYLVAN CLEAR WRITING
Serial Number:	78817125	SYLVAN HOMEWORK ADVANTAGE
Registration Number:	3292721	SYLVAN IN HOME TUTORING
Serial Number:	78731600	SYLVAN LEARNING
Serial Number:	78731639	SYLVAN LEARNING
Registration Number:	3732803	SYLVAN LEARNING
Registration Number:	3628814	SYLVAN LEARNING
Registration Number:	3726694	SYLVAN LEARNING
Registration Number:	3735313	SYLVAN LEARNING
Registration Number:	3726693	SYLVAN LEARNING
Registration Number:	1330154	SYLVAN LEARNING CENTER
Registration Number:	2880180	SYLVAN LEARNING CENTER
Registration Number:	2944188	SYLVAN LEARNING CENTER
Registration Number:	3014643	SYLVAN LEARNING CENTER
Registration Number:	3014644	SYLVAN LEARNING CENTER LEARNING FEELS GOOD.
Registration Number:	1786045	SYLVAN LEARNING SYSTEMS
Registration Number:	3411931	SYLVAN ONLINE

TRADEMARK

REEL: 004256 FRAME: 0456

Serial Number:	77003087	SYLVAN PERSONALIZED PLANNING SESSION
Registration Number:	2156097	SYLVAN SKILLS ASSESSMENT
Registration Number:	1812607	SYLVAN STUDY POWER
Registration Number:	2743151	SYLVAN VENTURES
Registration Number:	2587735	SYLVAN VENTURES

CORRESPONDENCE DATA

Fax Number: (215)656-2498
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (215)656-2458
Email: pto.phil@dlapiper.com
Correspondent Name: IP Group of DLA Piper LLP (US)
Address Line 1: 1650 Market Street, Suite 4900
Address Line 2: One Liberty Place
Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	William L. Bartow
Signature:	/william l. bartow/
Date:	08/09/2010

Total Attachments: 5
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of July 28, 2010, 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 EDGE ACQUISITION CORPORATION (the "Borrower"), 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 Company and certain other subsidiaries of the Borrower delivered a First Lien Guarantee and Collateral Agreement, 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 a security interest (the "Security Interest") was granted by the Company to the Agent, on behalf of the Secured Parties (as defined therein), 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 June 14, 2007, among the Agent and the Company (the "Security Agreement"), the Company, 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 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 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:

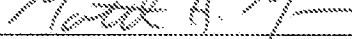
1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Obligor's right, title and interest of every kind and nature as of the date hereof in the Trademarks listed on Schedule A hereto.

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



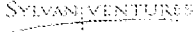
By: 
Name: MATTHEW H. MASSIE
Title: MANAGING DIRECTOR

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Registration or Serial Number
Ace It!	3,392,255
Ace It! Tutoring	3,402,237
Achieveenglish	2,880,091
Achievemath	2,863,428
Achievereading	2,939,094
Advanced Youth Scholar Program	2,572,252
Bailey Bookmark	2,894,998
Design Only 	2,616,897
Book Adventure	2,553,024
Career Starters	2,638,273
Confidence Check	78/693659
Design Only 	2,487,732
Earlylearners	2,913,626
In Home Tutoring	77/003072
Learning Feels Good	2,714,425
Log On.Learn	2,774,355
Math Essentials	2,748,188
Design Only 	2,885,001
Design Only 	2,929,120
Design Only 	78/731,618
Motivation Station	3,750,780
Motivation Station	78/821978
Personalized Planning Session	77/003096
Prepermints	3,253,498

Prepermints	3,529,274
Rex Reader	2,894,999
Solutionsplus	3,403,947
Success is Learned	2,503,489
Successful Student	2,134,672
Sylvan	76/589359
Sylvan	1,410,891
Sylvan Advantage	2,716,440
Sylvan Clear Writing	1,532,383
Sylvan Homework Advantage	78/817125
Sylvan in Home Tutoring	3,292,721
Sylvan Learning & Design 	78/731,600
Sylvan Learning & Design (Stylized) 	78/731639
Sylvan Learning	3,732,803
Sylvan Learning and Design (color) 	3,628,814
Sylvan Learning and Design (color) 	3,726,694
Sylvan Learning and Design 	3,735,313
Sylvan Learning and Design 	3,726,693
Sylvan Learning Center	1,330,154
Sylvan Learning Center	2,880,180
Sylvan Learning Center	2,944,188
Sylvan Learning Center and Design (Logo)	3,014,643

	
Sylvan Learning Center Learning Feels Good and Design 	3,014,644
Sylvan Learning Systems	1,786,045
Sylvan Online	3,411,931
Sylvan Personalized Planning Session	77/003087
Sylvan Skills Assessment	2,156,097
Sylvan Study Power	1,812,607
Sylvan Ventures & Design 	2,743,151
Sylvan Ventures	2,587,735