

TRADEMARK ASSIGNMENT

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08/09/2010
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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
JPMORGAN CHASE BANK, N.A.		07/28/2010	National Banking Association:

RECEIVING PARTY DATA

Name:	Catapult Learning, LLC
Street Address:	1001 Fleet Street
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21202
Entity Type:	LIMITED LIABILITY COMPANY: <i>The United States of America; Delaware</i>

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:	78624066	CATAPULT ONLINE
Serial Number:	78624040	CATAPULT ONLINE
Serial Number:	78624093	CATAPULT ONLINE CLICK IT. LEARN IT.
Serial Number:	76584562	
Serial Number:	78710225	TWISTORIES

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)

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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: 3 source=(12096812)_ (1)_Catapult Learning Trademark Release#page1.tif source=(12096812)_ (1)_Catapult Learning Trademark Release#page2.tif source=(12096812)_ (1)_Catapult Learning Trademark Release#page3.tif	

EXECUTION COPY

**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 Catapult Learning, LLC (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 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 including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the 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: Matthew H. Massie
Name: MATTHEW H. MASSIE
Title: MANAGING DIRECTOR

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
Amazing Stories and Essays with a Twist	78/710,250
Catapult Home Connection	78/700,482
Catapult Learning	76/578,636
Catapult Learning and Design 	76/584,563
Catapult Online and Design 	78/624,066
Catapult Online and Design 	78/624,040
Catapult Online Click IT. LEARN IT. & Design 	78/624,093
Miscellaneous Design 	76/584,562
Twistories	78/710,225