TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT**

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank. N.A., as Collateral Agent		04/07/2011	National Association: UNITED STATES

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: 4

Property Type	Number	Word Mark
Registration Number:	2464950	VERSASIL3
Registration Number:	2570589	NUSIL
Registration Number:	2772992	LIGHTSPAN
Registration Number:	3384517	NUSIL

CORRESPONDENCE DATA

Fax Number: (212)859-4000

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-859-8000

Email: Michael.Chen@ffhsj.com,teas@ffhsj.com

Correspondent Name: Michael Chen One New York Plaza Address Line 1: Fried Frank LLP Address Line 2:

Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER: 30991-75

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REEL: 004517 FRAME: 0639

NAME OF SUBMITTER:	Michael Chen		
Signature:	/MC/		
Date:	04/07/2011		
Total Attachments: 4 source=(12338651)_(1)_NuSil TM Release#page1.tif source=(12338651)_(1)_NuSil TM Release#page2.tif source=(12338651)_(1)_NuSil TM Release#page3.tif source=(12338651)_(1)_NuSil TM Release#page4.tif			

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks (this "<u>Trademark Release</u>"), dated as of April 7, 2011, is made by JPMorgan Chase Bank, N.A., as Collateral Agent for the Secured Parties (together with its successors, in such capacity, the "<u>Collateral Agent</u>"), in favor of NuSil Technology LLC, a Delaware limited liability company (the "<u>Grantor</u>"). All capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to them in the Pledge and Security Agreement (as defined below).

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of February 18, 2010, by and among the Collateral Agent, the Grantor and certain affiliates of the Grantor and the Secured Parties (as may be amended, modified, supplemented, extended, renewed, restated or replaced, the "Pledge and Security Agreement"), the Grantor granted a security interest to the Collateral Agent for the Secured Parties in certain Trademarks, whether then owned or existing or thereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks");

WHEREAS, pursuant to the terms and conditions set forth in the Pledge and Security Agreement, the Collateral Agent and the Grantor entered into that certain Trademark Security Agreement, dated as of February 18, 2010 (as may be amended, modified, supplemented, extended, renewed, restated or replaced, the "<u>Trademark Security Agreement</u>"), for filing and recordal of the security interest granted under the Pledge and Security Agreement with respect to the Trademarks;

WHEREAS, pursuant to the Trademark Security Agreement, Grantor granted to the Collateral Agent for the Secured Parties, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the Secured Trademarks, subject to the terms and conditions of the Pledge and Security Agreement;

WHEREAS, the Trademark Security Agreement was duly filed and recorded with the United States Patent and Trademark Office on February 26, 2010 at reel/frame 4157/0368; and

WHEREAS, the Collateral Agent wishes to release, discharge, relinquish, terminate and dissolve its security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the Trademarks, including without limitation the Secured Trademarks;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Collateral Agent agrees as follows:

1. The Collateral Agent hereby irrevocably releases, discharges, relinquishes, terminates and dissolves its security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the Trademarks, including without limitation the Secured Trademarks, and reassigns and transfers any right, title and interest that the Collateral Agent may have in the Trademarks, including without limitation the Secured Trademarks to Grantor.

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- 2. The Collateral Agent hereby authorizes Grantor or Grantor's authorized representative to (i) record this Trademark Release with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Collateral Agent in the Trademarks, including without limitation the Secured Trademarks, and/or (iii) otherwise record or file this Trademark Release in the applicable governmental office or agency. The Collateral Agent further agrees to execute and deliver to Grantor any and all further documents and instruments, and do any and all further acts which Grantor (or its agents or designees) reasonably request (at Grantor's sole cost and expense) in order to confirm this Trademark Release and Grantor's right, title, and interest in, to or under the Trademarks, including without limitation the Secured Trademarks.
- 3. This Trademark Release shall be binding upon the Collateral Agent's successors and assigns.
- 4. THIS TRADEMARK RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

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IN WITNESS WHEREOF, this Trademark Release is duly executed by the Collateral Agent in favor of the Grantor by and through the Collateral Agent's authorized officers as of the date first written above.

JPMORGAN CHASE BANK, N.A., in its capacity as Collateral Agent

By:

Name:

Title:

Dawn LeeLum Executive Director

Schedule A

<u>U.S. Registered Trademarks</u>

Mark	Ser. No.	App. Date	Reg. No.	Reg. Date	Owner
VERSASIL3	75/674,209	04/05/99	2,464,950	07/03/01	NuSil
					Technology
					LLC
NUSIL	75/674,237	04/05/99	2,570,589	05/21/02	NuSil
					Technology
					LLC
LIGHTSPAN	76/240,412	04/14/01	2,772,992	10/14/03	NuSil
					Technology
					LLC
NUSIL AND	77/199093	06/06/07	3,384,517	02/19/08	NuSil
DESIGN					Technology
					LLC

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RECORDED: 04/07/2011