

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HARRIS N.A. as successor by merger to HARRIS TRUST AND SAVINGS BANK		04/29/2011	National Banking Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Learning Curve International, Inc.
<b>Street Address:</b>	1111 West 22nd Street
<b>City:</b>	Oak Brook
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60523
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	1000225	EDEN
Registration Number:	1966503	FELTKIDS
Registration Number:	2037967	INFANT DEVELOPMENT SYSTEM
Registration Number:	2776198	LEARNING CURVE
Registration Number:	2832399	LEARNING CURVE
Registration Number:	2836823	LEARNING CURVE
Registration Number:	2782397	LEARNING CURVE
Registration Number:	2806952	LEARNING CURVE
Registration Number:	2828224	LEARNING CURVE
Serial Number:	76175237	LEARNING CURVE
Serial Number:	76175240	LEARNING CURVE
Serial Number:	76175228	LEARNING CURVE
Serial Number:	76175230	LEARNING CURVE

CH \$390.00 1000225

900191760

**TRADEMARK**  
 REEL: 004540 FRAME: 0066

Serial Number:	76175231	LEARNING CURVE
Serial Number:	76175233	LEARNING CURVE

**CORRESPONDENCE DATA**

Fax Number: (414)298-8097  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 4142981000  
Email: tadmin@reinhardtllaw.com  
Correspondent Name: Michele Dietz  
Address Line 1: 1000 North Water Street  
Address Line 2: Suite 1800  
Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:	Michele Dietz
Signature:	/Michele Dietz/
Date:	05/12/2011

Total Attachments: 4  
source=learning curve release#page1.tif  
source=learning curve release#page2.tif  
source=learning curve release#page3.tif  
source=learning curve release#page4.tif

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE dated April 29, 2011 by HARRIS N.A. as successor by merger to HARRIS TRUST AND SAVINGS BANK ("*Harris*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Trademark Collateral Agreement hereinafter defined (said Harris acting as such administrative agent and any successor or successors to said Harris in such capacity being hereinafter referred to as the "*Agent*");

### WITNESSETH:

WHEREAS, Agent and LEARNING CURVE INTERNATIONAL, INC., a Delaware corporation, ("*Debtor*"), with its principal place of business and mailing address at 1111 West 22nd Street, Oak Brook Illinois 60523, are parties to that certain Trademark Collateral Agreement dated September 15, 2004 which was recorded in the United States Patent and Trademark Office on September 30, 2004 at Reel 002948, Frame 0621 (the "*Trademark Collateral Agreement*"), pursuant to which Debtor granted a security interest in certain trademarks, trademark registrations, trademark applications and trademark licenses listed on Schedules A-1 and A-2 attached hereto and certain other property (collectively, the "*Trademarks*"); and

WHEREAS, Debtor has requested that the Agent release the security interests in the Trademarks on Agent's own behalf and on behalf of the Secured Creditors;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Agent hereby (i) terminates the Trademark Collateral Agreement and (ii) terminates, cancels and releases all of its security interests in, without any representation, warranty, recourse or undertaking by the Agent, all of its right, title and interest, if any, in and to:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

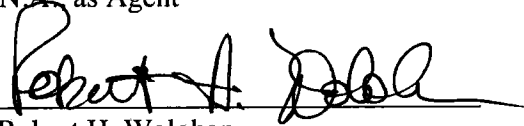
(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages.

IN WITNESS WHEREOF, the Agent has caused this Release of Security Interest in Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

HARRIS N.A. as Agent

By



Name: Robert H. Wolohan

Title: Vice President

**SCHEDULE A-1 TO  
TO RELEASE OF SECURITY INTEREST IN TRADEMARKS  
FEDERAL TRADEMARK REGISTRATIONS  
AND PENDING APPLICATIONS**

TRADEMARK	REGISTRATION NUMBER
EDEN	1,000,225
FELTKIDS	1,966,503
INFANT DEVELOPMENT SYSTEM	2,037,967
LEARNING CURVE (color -- stylized with shooting star design)	2,776,198
LEARNING CURVE (color -- stylized with shooting star design)	2,832,399
LEARNING CURVE (color -- stylized with shooting star design)	2,836,823
LEARNING CURVE (color -- stylized with shooting star design)	2,782,397
LEARNING CURVE (b&w -- stylized with shooting star design)	2,806,952
LEARNING CURVE (b&w -- stylized with shooting star design)	2,828,224

TRADEMARK	REGISTRATION NUMBER
LEARNING CURVE (color -- stylized with shooting star design)	76/175,237
LEARNING CURVE (color -- stylized with shooting star design)	76/175,240
LEARNING CURVE (b&w -- stylized with shooting star design)	76/175,228
LEARNING CURVE (b&w -- stylized with shooting star design)	76/175,230
LEARNING CURVE (b&w -- stylized with shooting star design)	76/175,231
LEARNING CURVE (b&w -- stylized with shooting star design)	76/175,233

**SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

None.