

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Termination and Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bear Stearns Corporate Lending Inc., as Collateral Trustee	FORMERLY assignee of The Bank of New York, as Collateral Trustee	09/09/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Oakstone Publishing, LLC
Street Address:	100 Corporate Parkway
Internal Address:	Suite 600
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35242
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1911330	TOPHEALTH
Registration Number:	2145063	TOPDOLLAR
Registration Number:	2143130	TOPTOPICS
Registration Number:	2250060	TOPPERFORMANCE
Registration Number:	2763191	OAKSTONE
Registration Number:	2945593	CMEINFO.COM
Registration Number:	2220663	SOUNDCME
Registration Number:	2212054	CMEVIDEO

CORRESPONDENCE DATA

Fax Number: (800)432-5298
 Email: jdavis@eapdlaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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 REEL: 004621 FRAME: 0734**

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Correspondent Name: Jessica Davis
Address Line 1: 2800 Financial Plaza
Address Line 2: Edwards Angell Palmer & Dodge LLP
Address Line 4: Providence, RHODE ISLAND 02903

ATTORNEY DOCKET NUMBER:	208350.0006
NAME OF SUBMITTER:	Jessica Davis
Signature:	/JDavis/
Date:	09/12/2011

Total Attachments: 5
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**NOTICE OF TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS**

NOTICE OF TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release"), dated as of September 9, 2011 of Oakstone Publishing, LLC, with a principal place of business at 100 Corporate Parkway, Suite 600, Birmingham, AL 35242 (the "Company") regarding security interest held by Bear Stearns Corporate Lending, Inc., as Collateral Trustee, assignee of The Bank of New York, as Collateral Trustee for the Term and Revolver Loans (the "Lender").

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement (the "Guarantee Agreement"), dated as of August 20, 2003 by and between the Company and the Lender, which Guarantee Agreement granted a security interest in and lien on, and collaterally assigned to the Lender all of Company's trademarks, including, without limitation, the trademarks identified on Schedule A attached hereto ("Trademarks"), including all right, title and interest of the Company in said Trademarks, including all good will associated with said Trademarks. Said security interest was recorded with the United States Patent and Trademark Office at Reel 2806 Frame 0193 on August 21, 2003 and Reel 2807 Frame 0571 on August 22, 2003.

WHEREAS, pursuant to that certain Consent and Release Letter dated June 23, 2008 executed by the Lender attached hereto as Exhibit A (the "Release Letter"), Lender terminated and released its security interest in and lien on all of the Company's Trademarks, and the Lender assigned and transferred to the Company, all of the Lender's right, title and interest in and to each of the Trademarks, to be effective upon the date of certain sale conditions.

The undersigned, in his/her capacity as Chief Financial Officer of the Company, hereby confirms that all sale conditions imposed upon the Company pursuant to the Release Letter have been met, and that all Lender's right, title and interest in and to each of the Trademarks is now assigned and transferred to the Company.

IN WITNESS WHEREOF, the undersigned on behalf of the Company has executed this Notice of Release, to take effect as of the date set forth above.

OAKSTONE PUBLISHING, LLC

By: 
Name: Donnie Parkerson
Title: Chief Financial Officer

SCHEDULE A
to
NOTICE OF TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

Trademark	Country/ Jurisdiction	Registration Number	Registration Date
TOPHEALTH	US	1911330	August 15, 1995
TOPDOLLAR	US	2145063	March 17, 1998
TOPTOPICS	US	2143130	March 10, 1998
TOPPERFORMANCE	US	2250060	June 1, 1999
OAKSTONE	US	2763191	September 16, 2003
CMEINFO.COM	US	2945593	May 3, 2005
SOUNDCME	US	2220663	January 26, 1999
CMEVIDEO	US	2212054	December 22, 1998

BEAR STEARNS CORPORATE LENDING INC.
383 MADISON AVENUE
NEW YORK, NY 10167

July 23, 2008

VIA FIRST CLASS MAIL

Hights Cross Operating Company
10 New King Street, Suite 102
White Plains, NY 10604
Attn: Paul J. Crecca

RE: Bear Stearns/Hights Cross Operating Company ("Borrower")

Dear Mr. Crecca:

Bear Stearns Corporate Lending Inc. (the "Collateral Trustee"), appointed, pursuant to that certain Assignment, Assumption and Replacement Agreement dated as of December 4, 2007, as Collateral Trustee under that certain Collateral Trust Agreement dated as of August 20, 2003 (as amended, restated, supplemented and/or modified from time to time, the "Agreement"), hereby releases its liens from the following collateral (the "Released Collateral") and authorizes the sale of the Released Collateral, provided that such consent and release shall not become effective unless and until the closing of the sale pursuant to that certain Membership Interest Purchase Agreement among the Oakstone Publishing, LLC, the Borrower, and a designee of Boston Ventures Management, LLC (the "Asset Purchase Agreement"):

(i) The following Pledged LLC Interests (as defined in that certain Guarantee and Collateral Agreement dated as of August 20, 2003 (the "Guarantee Agreement")):

<u>Pledgor</u>	<u>Issuer</u>	<u>Unit Certificate No.</u>	<u>Percentage of Units</u>	<u>No. of Units</u>
Hights Cross Operating Company	Oakstone Publishing, LLC	5	100%	100

(ii) All Collateral (as defined in the Guarantee Agreement) in which Oakstone Publishing, LLC granted any security interests pursuant to the terms of the Guarantee Agreement.

Please note that the release of the Collateral Trustee's liens from the Released Collateral shall not be deemed to release the Collateral Trustee's liens from any other assets of Borrower or any of the Guarantors. Please also note that nothing herein shall be deemed to limit, restrict, or constitute a waiver of any of the Collateral Trustee's rights and remedies under the Guarantee Agreement, the Agreement, applicable law or otherwise (other than with respect to the Released

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Collateral), all of such rights and remedies being expressly reserved. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

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Signature Page to Release of Liens


Please acknowledge your agreement with the foregoing by signing below and returning the same to me.

Thank you.

Very truly yours,

BEAR STEARNS CORPORATE LENDING
INC., as Collateral Trustee

By: JPMORGAN CHASE BANK, N.A.,
authorized signatory

By: 
Name: Alex Goldenberg
Title: Vice President

ACKNOWLEDGED AND AGREED:

BORROWER:

HAIGHTS CROSS OPERATING COMPANY

By: _____
Name: _____
Title: _____

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